

Short Tender Notice for

FOR

Workshops under SANKALP

Tender No: ASDM-73/2017/499

Dated: 29-11-2019



Issued by

**ASSAM SKILL DEVELOPMENT MISSION
GOVT. OF ASSAM**

**5th Floor, Bhabananda Boro Path, Katabari,
Gorchuk, NH37, Guwahati – 781035**

Short Tender Notice for Selection of Agency for Conducting Workshops under SANKALP for Assam Skill Development Mission

Tender ID NO	ASDM-73/2017/474 dated 28.11.2019
Tender on	Short Tender Notice for Selection of Agency for Conducting Workshops under SANKALP for Assam Skill Development Mission
Issued by	Assam Skill Development Mission
Issue Date	29 th November 2019
Submission Last Date	9 th December 2019
Selection Method	Tender will be awarded to the Bidder with highest score based on QCBS (evaluation Method) subject to bidder meeting the Pre-Qualification Criteria and Minimum Technical Qualification Score
Availability of Tender	Tender can be downloaded from https://assamtenders.gov.in
Cost of tender document (Non-Refundable)	Rs 5000/- in the form of Demand Draft in favour of 'Assam Skill Development Mission' payable at Guwahati.,
EMD	Rs 25000/- in the form of Demand Draft in favour of 'Assam Skill Development Mission' payable at Guwahati.,
Correspondence office address and contact details	TENDER Coordinator for SANKALP Workshops Assam Skill Development Mission 5 th Floor Katabari, DPS Road, Garchuk NH-37 Guwahati-35 Email-missiondirector.asdm@gmail.com asdmkunal@gmail.com asdmahiraj@gmail.com asdm.subhankar@gmail.com dipankar.asdm@gmail.com mobile no -7578007406/9886099104/8080067709
Last date for Submission	09.12.2019 at 5 pm. Online Submission to be done on https://assamtenders.gov.in (both technical and financial bid). Hard copy (only Technical Bid along with tender fees and EMD) to be submitted in drop box at ASDM office.
Opening of Technical Bid	10.12.2019 at 1 pm at ASDM office
Opening of Financial Bid	To be announced later (Only qualified bidders will be notified and invited).

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1. REQUEST FOR PROPOSAL TERMINOLOGY

Throughout this document, the following definitions apply:

- a) "Applicant" means a party that submits, or intends to submit, a Proposal;
- b) "Work Order" means the written order resulting from this TENDER issued by the Authority;
- c) "The Authority" means the Assam Skill Development Mission Authority;
- d) "Must", or "mandatory" means a requirement that must be met in order for a Proposal to receive consideration;
- e) "Proposal" means a proposal submitted in response to this TENDER;
- f) "TENDER" means this Notice Inviting application; and
- g) "Should" or "desirable" means a requirement having a significant degree of importance to the objectives of TENDER.
- h) The tentative budget estimation is Rs 12,750,000.00 (Rupees One Crore Twenty-Seven Lacs and Fifty Thousand only).

2. EXECUTIVE SUMMARY

Background:

The Assam Skill Development Mission invites tenders from reputed Agencies (hereafter referred as 'Agencies') to undertake district Levels workshops for publicity & mobilization, for the Assam Skill Development Mission that has been initiated under SANKALP scheme. The Scope of work will have to be carried out in accordance with the specifications in a detailed Notice Inviting tender document.

TERMS OF REFERENCE: -

A) OBJECTIVE:

The objective of the assignment is to develop and execute workshops in Districts for Publicity & Mobilization for Assam Skill Development Mission under SANKALP scheme.

B) SCOPE OF WORK

- I. Create Awareness at block and district levels within the state of Assam.
- II. All Creative Design, printing and Installation of Billboards/ Hoardings, etc., at block & district levels within the state of Assam. The rate should be submitted of all samples as per BOQ.
- III. Mobilization/ Awareness on wheels using vehicle e.g. vans/pickup vans etc.
- IV. Event report with proper photos and videos.
- V. LED Screens/ Walls, Videography & Photography Services, Branding of Venue including Standees & Welcome Gates, Lighting, Decoration of Venue, Dias Management, construction of Temporary Pandals, Stage, arrangement of Sound equipment etc.

- VI. Food and beverages arrangement at workshops
- VII. Workshop Kit with ASDM Logo arrangement (Bag, pen, notepad etc.).
- VIII. Transportations and lodging of officials' /resource persons/guests/media persons during the execution of workshops.
- IX. Any other tasks as and when required during the execution of workshops.

C) Duration of the Assignment:

The duration of the assignment will be for a period of 6 months. The assignment may be further extended depending upon satisfactory performance of Agency & requirement of ASDM. It will be extended as per the performance.

D) Project Support:-

ASDM will provide available necessary information, data, reports and other documents required for accomplishing the objective of the assignment. However, the professionals of the agency will have to visit field operations for additional information, photographs etc.

3. ELIGIBILITY CRITERIA

- a. The Agency must be incorporated & registered in India, and should be in operations in Assam for minimum of 3 years.
- b. The agency should have experience of dissemination in both electronic and print media of at least three government/ public sector undertaking campaign within last 3 years
- c. The applicant should have an average annual turnover of Rs. 40 Lakh during last three financial years 2016-17, 2017-18 and 2018-19 and should have positive net worth in all the years under consideration. Certificate from a Chartered Accountant should be furnished as evidence in this regard.
- d. The agency should submit the Audited income statement with balance sheet.
- e. The registered office of the firm should be in Assam
- f. The Agency should have experience in designing of creative for print, outdoor media, print collaterals and production of TV & Radio advertisement for at least 3 years in government and public sectors.
- g. The Agency should have ability to write scripts in English, Assamese, Bengali & Bodo based on the concept provided from ASDM within shortest possible time.
- h. Work order of creative agency with minimum 5 (five) nos. government and public sector undertakings during last three financial years.
- i. The agency should have in-house qualified manpower consisting of commercial artists & graphic designers and adequate infrastructure to take up assignments on its own.
- j. The criteria that would be adopted for short listing the Agency for the next stage would be based on three parameters, namely, past experience of the firm/agency, experience and qualifications of key personnel and annual turnover/ financial strength of the firm/ agency.
- k. The Agency should not have been barred or blacklisted by any PSU/Govt Dept in doing business with them. (Please submit declaration in notarized affidavit format)
- l. The agency must have minimum 5 (five) numbers of appreciation / completion certificate from government agencies & must submit the work order.
- m. The agency must have an experience of managing event in at least 10 (Ten) districts of Assam. Work orders with supporting photos and videos to be submitted.

The Agency must submit photocopies of the following documents:

- I. Name of the Firm/ Organization/ Institute.
(Detail of the organization (including Name, Complete Address, phone No, Contact Person, Email ID, Brief Description of the organization etc.)

- II. Copy of the registration certificate from Competent Authority.
- III. Copy of the Goods & Service Tax Registration certificate.
- IV. Copy of Income Tax PAN Card No (Photocopy of the PAN Card to be submitted).
- V. Experience of dissemination in both electronic and print media of at least 3 government/ public sector undertaking campaign during the last three (3) years. (Work order/completion certificate to be furnished).
- VI. Copy of the Annual Audited balance sheet with minimum annual turnover of INR 40 lakhs or above for the last financial years (2016-17, 2017-18, 2018-19).
- VII. All the submitted documents must be self-certified with organization seal.

4. TENDER PROCESS:

- i) The Authority is the Work Order issuing authority as relates to this TENDER.
- ii) This TENDER is illustrative in nature and all narrations are intended to be used by the applicant as a preliminary background explanation. This TENDER does not necessarily contain all relevant information and the Authority reserves the right to amend its requirements or the information contained in this document at any time during the TENDER process.
- iii) The Authority offer no warranties in regard to the information contained in this TENDER and shall not be liable for any loss or damage as relates to this TENDER for any applicant, potential applicant or any other third party arising as a result of reliance on this TENDER information or any subsequent communication.
- iv) If the Authority decides to select an applicant for the services, at that time a detailed Work Order will be issued to the applicant selected. This Work Order will not be made available until the selection of a successful applicant.
- v) Neither the TENDER document nor any other related document shall constitute a contract or agreement with Authority.
- vi) The Authority reserves the right to disqualify any applicant who provides information which later proves to be incorrect, or which does not supply the information required by this TENDER. The Authority will not be liable for any costs of any applicant participating in this TENDER,
- vii) The submission of a response to this TENDER by any applicant or potential applicant confirms the applicant or potential applicant's acceptance of all terms and conditions of this TENDER.
- viii) Respondents to this TENDER or their agents may not make any contact with any party employed or directly associated with the Authority as relates to this TENDER. Any query/

requests for clarifications on the TENDER by the Applicant should be sent via e-mail (only) to asdmkunal@gmail.com

5. INSTRUCTIONS TO APPLICANT

A. General Requirements

- i) The response to TENDER is required to address all technical requirements contained within this TENDER.
- ii) Only proposals submitted strictly in accordance with the TENDER Documents or as may be required by the Authority will be considered as valid proposals by the Authority.
- iii) The TENDER is not a Work Order. A separate Work Order will be made available only after selection of the preferred applicant.

B. Timetable

The TENDER timetable is given below. The Authority retains the right to vary or discontinue the process or any part thereof at its absolute discretion. The summary of various activities with regard to this invitation of bids are listed in the table below:

Activity	Date
Opening of Technical Bid	9 th December 2019 at 1 pm
Opening of Financial Bid	Will be intimated later to the agency after qualifying technical bid

C. Period of Bid Validity

The Bid Validity Period will be 90 days from the date of submission of Bids.

D. Submission of TENDER

1. The Bidder must complete and sign the undertaking at ANNEXURE – I
2. Only one original form of proposal signed by the authorised signatory is required by the Authority. No typed or pencil signatures will be accepted.
3. The proposal submitted must be without any overwriting, corrections, double typing, etc.
4. The Bidder shall submit the documents containing the Eligibility Criteria as per Annexure 1 (tech 4).
5. The bidder should submit hard copy (technical document along with Tender Fees and EMD). Tender Fees amount Rs 5000/- and EMD amount Rs 25000 should in the form of Demand Draft in favour of 'Assam Skill Development Mission' payable at Guwahati from a scheduled bank. Soft copy of all the documents (technical and financial) should be uploaded on <https://assamtenders.gov.in>

6. EVALUATION OF PROPOSAL

The evaluation would consist of following phases:

Phase - I: Evaluation of Pre-Qualification Criteria.

- Phase - II: Evaluation of Technical Bids.
Phase - III: Evaluation of Financial Bids.
Phase - IV: Combined Evaluation of Technical and Financial Bids.

Phase - I: Evaluation of Pre-Qualification Criteria:

In this part the Agency will be evaluated for the fulfilment of the conditions specified in the Eligibility Criteria.

Phase - II: Evaluation of Technical Bids:

1. In this part the technical bid of only those agencies who have qualified the Phase - I i.e. Eligibility Criteria will be evaluated.
2. The technical bid will be analyzed and evaluated on the parameters shown in the table below and the marks shall be assigned to each bid on the basis of following evaluation matrix:-

Sl. No.	Evaluation Criteria	Maximum Marks Allotted
1	Number of years of operation (i) 1-2 years: 5 marks (ii) >=3 years: 10 marks	10
2	Number of creative team members (i) 0 to 3 nos. 5 marks (ii) More than 3 nos. 10 marks	10
3	Number of event organized (iii) 0 to 2 nos. 5 marks More than 2 nos. 10 marks	10
4	Number of creatives designed for Brochure/ Leaflet/ Banner. (i) 5-10: 5 marks (ii) 11-15: 10 marks	10
5	Number of Production of AV (for TV Commercials / Social media) / Radio Jingles (i) 0-5: 5 marks (ii) 06-10: 10 marks	10
6	Number of campaigns handled in both electronic and print media within last 3 years (i) 0-5: 10 marks (ii) 06-10: 15 marks	15
7	Number of completion letter/ appreciation letter for the past work (i) less than or equal to 5 nos :- 5 marks (ii) more than 5 nos - 10 marks	10
8	Presentation on planning and execution of the workshops	25
	Total	100

3. Analysis of technical bid

- i. In this part the technical bid will be analysed and evaluated and the technical bid marks (Stm) shall be assigned to each bid on the basis of following above evaluation matrix
- ii. Each competency group will have Minimum Qualification Score (technical score minimum-75) to qualify for Presentation. If required, the Authority may seek specific clarifications from any or all Bidder(s) at this stage. The Authority shall determine the Bidder that qualify for the next phase after reviewing the clarifications provided by the Bidders.
- iii. Technical Bid Score: The Technical Bid Score 'St' of the Bidder shall be derived as under

$$St = (Stm/SH), \text{ where}$$

St is the Technical Bid Score

Stm = Total technical bid marks of the bid under consideration.

SH = Highest total technical bid marks amongst all evaluated bids.

The Authority reserves the right to modify the evaluation process at any time during the TENDER process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change. At any time during the process of evaluation the Authority may seek specific clarifications from any or all Bidder.

Phase III: Evaluation of Financial Bids:

In this phase, the Financial Bids of the Bidder, who are technically qualified in Phase II, shall be considered. Formula to determine the scores for the Financial Bids shall be as follows $Sf = (FL / F)$, Where Sf is the Financial Score and FL is the value of lowest Commercial Bid and F is the price quoted in the bid under consideration.

Phase IV: Combined Evaluation of Technical & Financial Bid

- i. The Total score of the Bidder will be determined as under
Total Score (Ts) = (80 x St) + (20 x Sf)
- ii. The Bid of the Bidder, who obtains the highest Ts value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score (St) will be rated as the best bid. Beyond that, Authority will decide the matter in its full discretion.
- iii. The Authority will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Authority shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.

7. RIGHT TO VARY SCOPE OF WORK AT THE TIME OF AWARD:

The Authority may at any time, by a written order given to the Bidder, make changes within the general scope of the Work. If any such change causes an increase or decrease in the cost of or the time required for, the Bidder's performance of any part of the work, whether changed or not changed by the order, an equitable adjustment shall be made in the agreed price or delivery schedule, or both, and the Work Order shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within 15 days from the date of the Bidder's receipt of the Authority's changed order.

8. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Authority reserves the right to accept any bid, and to annul the TENDER process and reject any or all bids at any time prior to award of work, without thereby incurring any liability to the affected Bidder or Bidder or any obligation to inform the affected Bidder or Bidder of the grounds for the Authority's action.

9. NOTIFICATION OF AWARD:

Prior to the expiration of the period of bid validity, the Authority will notify the successful Bidder by e-mail or in writing, by registered letter that its bid has been accepted.

10. PERFORMANCE GUARANTEE:

The successful agency will execute a Performance Guarantee for 5% of the total value of the contract in the form of Account payee Demand Draft or a Bank Guarantee from a Nationalized Commercial Bank in an acceptable form. The Performance Guarantee should remain valid for a period of 6 months beyond the date of completion of the project.

11. CONFIDENTIALITY OF THE DOCUMENT:

This TENDER is confidential, and anything contained in this TENDER shall not be disclosed in any manner, whatsoever.

12. REJECTION CRITERIA:

Besides other conditions and terms highlighted in the TENDER document, bids may be rejected under following circumstances:

1. Incomplete bids that do not quote for the complete scope of work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder
2. Bids providing information that are found to be incorrect/misleading at any stage/time during the TENDER Process
3. Bids in which the total price quoted by the Bidder is not inclusive of all taxes, duties, fees, levies, works contract tax and other charges
4. Bids made through Telex/ Telegraphic/Fax/ E-mail.
5. Bids which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid
6. Bids where prices are not firm during the entire duration of the contract and/ or with any qualifications
7. Bidder should submit the quotation before executing the work.
8. Bids that do not confirm unconditional acceptance of full responsibility of executing the Scope of Work” as per agreement
9. Bids in which the Bidder seeks to influence the authority’s bid evaluation, bid comparison or contract award decisions

13. GENERAL

- i) Bidder shall not make any alteration / changes in the bid after the closing time and date. Unsolicited correspondences from Bidder will not be considered.
- ii) If at any stage of TENDER process or during the currency of the Work, any suppression / falsification of such information is brought to the knowledge of the Authority, the Authority shall have the right to reject the bid or cancel the Work order, as the case may be, without any compensation to the Bidder.

iii) The Bidder shall deem to have complied with all clauses in the TENDER under all the sections/chapters of the Bidding document, unless otherwise stated in the deviation statement. Evaluation will be carried out on the available information in the bid.

iv) Any other point, which may arise at the time of evaluation, will be decided by Authority for assessment of the bids.

v) Other important Information

a) The Authority reserves the Right to place an order for the full or part quantities under any items of work under Scope of work.

b) After issue of the Work Order the Performance Guarantee will be forfeited in case of undue delays in performance by the agency.

c) The Authority reserves the right to cancel the Work Order of any agency/ agencies in case of change in the procedures or unsatisfactory services.

d) In the event of any dispute, the tribunals and courts in Guwahati will have the exclusive jurisdiction in respect of all matters pertaining to the agreement between the Consultant/Organization/institute and the Authority.

14- Arbitration

ASDM and bidder will make every effort to resolve amicably, by direct negotiation, if any disagreement or dispute arises between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these expect as to any matter the decision of which is specially provided for by the general or the special conditions, such dispute will be referred to two arbitrators, one appointed by each party and the third to be appointed by the MD, **ASDM** and the awards of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrators or the empire as the case may be, with the consent of parties may modify the time frame for making and publishing the award. Such arbitration will be governed in all respect by the provision of Arbitration and Conciliation Act, 1996 and rules there under and any statutory modification or re-enactment or amendments, thereof. The arbitration proceeding will be held in Guwahati. If any matter which is not resolved by arbitration will be subjected to the jurisdiction of Guwahati high court only.

15- Applicable Law

The bidders shall be governed by the law and procedures established by Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such financial dealings/processing.

ANEXURE -I(in company letter head)

1: UNDERTAKING

To

The Mission Director

Assam Skill Development Mission, (5th Floor)
Bhabananda Boro Path, Katabari,
Gorchuk, NH37, Guwahati – 781035

I/We _____

Of (insert business address)

Hereby submit our proposal in response to the Notice Inviting Application (TENDER) for **selection of District Level Mobilization Agency for Assam Skill Development Mission** and undertake to execute and complete the services as we will be reasonably required to be performed, in accordance with our proposal, the TENDER requirements and the final work order to be issued by the Authority.

This TENDER shall remain valid to be accepted by the Authority and shall not be withdrawn for a period of 90 days from date of submission of bids.

I/We understand that the Authority reserves the right to accept / reject any application and the selection is at their sole discretion.

Authorized Signature

Name in full:

Agency Name:

Title:

Date:

TECH 2: Format for Power of Attorney for Signing of Application

Know all men by these presents that We.....
..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name) son/daughter/wife of and presently residing at who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for the "Hiring of District level Mobilization agency for Assam for Assam Skill Development Mission (ASDM).

The attorney is fully authorized for providing information/ responses to the ASDM, representing us in all matters before the ASDM including negotiations with the ASDM, signing and execution of all agreements including the Memorandum of Understanding and undertakings consequent to acceptance of our proposal, and generally dealing with the ASDM in all matters in connection with or relating to or arising out of our proposal for the said Empanelment.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF

ATTORNEY ON THISDAY OF

For

(Signature, name, designation and address)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1. _____ 2. _____

Notes:

To be executed on Rs 100/- stamp paper

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed.

TECH 3: Firm Overview & Application Parameters

Name and Details of the Applicant and Authorized Representative:	
Name of Organization / Institution	
Type	
Registered Address	
Corporate Head-Office Address	
Phone	
Fax	
Mobile	
Email	
Website	
Whether blacklisted by any Govt./semi- Govt. organization (If yes, by whom)	Applicant requires to submit a certificate signed by the Authorized Signatory
Name of Authorized Representative	
Designation	
Mobile	
Email	

TECH 4: Eligibility related Information and relevant documents

S.No.	Eligibility Criteria	Proof to be submitted	Page Nos. in which proof related documents are submitted (Mandatory)
1	The Agency must be incorporated & registered in India and should be in operations in Assam for minimum of 3 years.	Copy of Registration Certificate / Incorporation Certificate.	
2	The agency should have experience of dissemination in both electronic and print media of at least three government / public sector undertaking campaigns in last 3 years	Copy of MOU / Work Orders / Letters issued by government / public sector undertaking	
3	Annual Turnover of minimum Rs.40,00,000 (Rupees forty lakhs) in last 3 financial years.	Audited income Statement along with balance sheet and CA Certificate	
4	The registered office of the firm should be in Assam with state-of-the-art infrastructure	Copy of Registration Certificate / Incorporation Certificate. AND Recent Photographs of Infrastructure (Interiors and Exteriors) – 5 photographs	
5	The Creative Agency should have experience in designing of creatives for print, outdoor media, print collaterals and production of TV & Radio advertisement for at least 3 years in government and public sectors.	Copy of MOU / Work Orders / Letters issued by government / public sector undertaking AND Relevant samples which suffice the condition	
6	The Creative Agency should have ability to write scripts in English, Assamese & Bengali & Bodo & Hindi & other regional languages	Relevant samples which suffice the condition	
7	Empanelment as creative agency with minimum 3 (three) nos. of government and public sector undertakings during last three years.	Documentary proof depicting Empanelment as creative agency with minimum 3 (three) nos. of government and public sector undertakings during last three years.	

S.No.	Eligibility Criteria	Proof to be submitted	Page Nos. in which proof related documents are submitted (Mandatory)
8	The creative agency should have in-house qualified manpower consisting of commercial artists & graphic designers and adequate infrastructure to take up assignments on its own.	Provide Brief Profiles (not exceeding 2 pages per profile) of the Team. And Certificate from the / Authorized Signatory stating that the Firm has in-house qualified manpower consisting of commercial artists & graphic designers and adequate infrastructure to take up assignments on its own.	
9	Experience of managing event at least 10 districts of Assam with government sectors.	Copy of MOU / Work Orders / Letters issued by government / public sector undertaking AND Relevant samples which suffice the condition	
10	The Agency should not have been barred by any PSU / Govt Dept. in doing business with them. (Please submit declaration in notarized affidavit format)	Certificate signed and stamped by the Authorized Signatory	

FORMAT FOR PERFORMANCE GUARANTEE

Mission Director

Assam Skill Development Mission,
5th Floor, Bhabananda Boro Path, Katabari,
Gorchuk, NH37, Guwahati – 781035

WHEREAS _____ (hereinafter called “the Private Training Partner”), in pursuance of your Letter No. _____ (refer Letter of Invitation) dated _____ to provide the services as mentioned in the Scope of Work in the TENDER No. _____ to Assam Skill Development Mission, Government of Assam on terms and conditions set forth in the said letter.

AND WHEREAS it has been stipulated by you in the said letter that the Agency shall furnish you with a Bank Guarantee issued by a Scheduled Commercial Bank - (NAME OF THE BANK) for the sum specified therein as security for compliance with his obligations in accordance with the terms and conditions set forth in the said letter;

AND WHEREAS _____ (BANK NAME AND REGISTERED ADDRESS) have agreed to give the Agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of _____ (Rupees _____ amount in words), such sum being payable in Indian Rupees, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. _____ 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 Agency before presenting us with the demand.

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

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ amount in words) and the guarantee shall remain valid till _____ (date to be specified – at least 24 months from the date of agreement). Unless a claim or a demand or a request for extension in writing is made upon us on or before _____ (date to be specified) all our liability under this guarantee shall cease.

Signature and Seal of the Guarantor

In presence of

1. (Name, Signature & Occupation)

Name and Designation

Name of the Bank

Address

Date:

2. (Name, Signature & Occupation)