

## E-TENDER NOTICE

NIT DOCUMENT  
[Two bid system]

03 February, 2023

On behalf of the Executive Director, THSTI, Faridabad, Haryana, India, sealed bids are invited under two bid system from reputed INS accredited advertising agencies for empanelment with Translational Health Science and Technology Institute (THSTI), Faridabad for providing advertisement / PR services to the Institute.

S.No.	Description	Enquiry ref. no.
01	Empanelment of Advertising Agency for providing advertisement and PR services i.e. publishing of Institute advertisements in national dailies / employment newspapers etc. (as per DAVP rates) and PR services.	<u>THSTI/6.16.1/2023/1</u>

Sealed bids to be submitted to :

**The Executive Director  
Translational Health Science and Technology Institute  
NCR Biotech Science Cluster, 3<sup>rd</sup> Mile Stone,  
Faridabad – Gurugram Expressway,  
PO Box No. 04, Faridabad – 121001**

**Last date & Time for Offline submission of bids** : 24.02.2023 till 13.00 Hrs  
**Date/Time for opening of Technical bid** : 24.02.2023 at 14.30 Hrs

**Requests for postponement will not be entertained.** Bids send by Fax/email shall be rejected straightway.

The Executive Director, THSTI reserves the right to accept/ reject any or all bids either in part or in full at any time (even after finalization of the tender) without assigning any reasons thereof.



  
**Administrative Officer, THSTI**

**Note:** All the bidders are requested to note that all future amendments/corrigendum will be published on THSTI / CPPP website and no separate advertisement will be released for the same. Bidders are therefore requested to regularly visit the cited websites for any such updates.

## Pre –Qualification Criteria

### 1. Eligibility of Bidders

The invitation is open to all reputed Indian Newspaper Society (INS) accredited advertising agencies to quote or submit their bids against this tender enquiry who possess the pre-qualifying requirements specified in this tender document.

The following are the Pre-Qualification criteria for empanelment of advertising/PR agencies. The advertising agency should have:

- (a) Valid GST Registration
- (b) Full accreditation of Indian Newspaper Society (INS), Advertising Standards Council of India (ASCI) for press advertisement and Prasar Bharti accreditation for electronic media advertisement.
- (c) Full-fledged office established in Delhi, NCR with state-of-the-art infrastructure and manpower.
- (d) Presence Across Nation (PAN) India reach so as to enable prompt publication of advertisement for country wide publication and to carry out PR services (as & when required).
- (e) Resources to handle full-fledged multi-media multi-lingual publicity campaigns.
- (f) Creativity in advertising of the agency should be of high standard befitting the expectations of an eminent Research Institution.
- (g) Proficiency and proof reading facilities in Hindi / English and other Indian regional languages.
- (h) Minimum 5 years' experience in advertising, mass communication and handling of PR services for Government/Public Sector Undertakings, i.e. IITs/IIMs/NITs/PFRIs/CFTIs and such other reputed Govt. institutions / Organizations / Departments.
- (i) Handled at least three PR contracts of Government organizations.
- (j) CA certified average annual turnover of business – Rs.2 Crores for last 3 consecutive financial years.
- (k) Self-declaration on company's letterhead of non-blacklisting / debarment of the firm by any of the Govt. organizations.

### 2. List of documents to be enclosed with application:

- i. Name of the Advertising Agency/Brief Profile of Executives and their experience in the advertising field.
- ii. Date of establishment & Year
- iii. Agency Structure (whether a partnership firm/sole proprietor/a limited company etc.)
- iv. It's permanent account number and published balance sheet for the past three years.
- v. Certificate of Registration for GST and acknowledgement of up to date filed return.
- vi. Principal places of business, that, the head office and their branch offices with detailed addresses and contact numbers.
- vii. Profile of its managerial team handling publicity work, their qualifications, experience and their notable accomplishments.

- viii. Details of their accreditation with Indian Newspaper Society (INS)/All India Radio/Doordarshan, Prasar Bharti along with the date of each accreditation and it should be valid at present. Documentary evidence to be submitted by the bidder along with their technical bid.
- ix. Details of membership with other professional organizations/associations and international alignments, if any.
- x. Details of experience in dealing with government/public sector undertakings, especially IITs/IIMs/NITs/PFRIs/CFTIs and such other reputed Govt. institutions / Organizations / Departments.
- xi. Sample of creative work. Experience in advertising and public relations (PR) work related to Govt. R&D institutions, details of PR campaigns handled in the last three years and at least three work orders must be enclosed.
- xii. Details of experience in any other mode of advertising, such as, sponsorship and participation in major events, outdoor publicity through hoardings, street plays, and any other informal mode of publicity
- xiii. Details of their annual business for the past two/three years with the major media houses, such as, The Times Group, The Hindustan Times Limited, The Indian Express Group, Doordarshan, Aaj Tak, Star India, Zee TV, etc.
- xiv. Annual turnover of the agency along with the gross billing in preceding three financial years duly certified by a Chartered Accountant.
- xv. Any other information that the agencies may like to provide.

***Please note that inability of submitting any of the documents listed above may disqualify the agency from short listing.***

### **3. Scope of Work:**

The scope of work is attached as **Annexure-1** to this letter.

### **4. Selection Process:**

The selection of agencies will be based on a two-stage process.

- (a) In first stage, the shortlisting of the agencies will be done on the basis of their compliance with the pre-qualification criteria.
- (b) The agencies short-listed in preliminary scrutiny as noted at point (a) above will be required to make a presentation (On line/in-person) of creative strategy on a given subject and date.
- (c) The agencies will be technically shortlisted for opening of financial bid based on their performance as noted at (b) above.
- (d) The financial bids of only those agencies who have been declared as technically qualified / shortlisted, will be opened and the selection will be done on L1 basis.

## **TERMS & CONDITIONS**

1. Bidders are required to go through the terms and conditions of the NIT Document carefully before submitting their bid.

### **2. Submission of the Bids**

The empanelment process will be carried out through submission of offline sealed bids only. Tender documents can be downloaded from CPPP website i.e. [www.epublish.gov.in](http://www.epublish.gov.in) or from Institute website: [www.thsti.res.in](http://www.thsti.res.in).

### 3. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Institute, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### 4. Contents of NIT Document

The Bidder is required to read carefully the eligibility criteria and terms & condition given in the NIT document and ensure its compliance before submitting their final bid through offline mode. Failure to comply with any of the eligibility criteria / terms & condition given in the NIT document shall lead to disqualification / rejection of the bidder from the competition and no further communication shall be entertained by the Institute in this regard.

### 5. Amendment to NIT Document

The prospective bidders are required to keep a watch on the CPPP/THSTI website w.r.t. any amendment to the tender document or to clarification to the queries raised by the bidders up to seven days prior to the opening of the tender. The Institute reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Institute, at its discretion, may extend the deadline for the submission of bids.

## PREPARATION OF BIDS

### 6. Documents Comprising the Bid

The bidders are required to submit their bid in **two parts**. One part is the **Techno-Commercial Unpriced Bid** (**Annexure - 2**) and the other part is the **Financial/Price Bid** (**Annexure - 3**).

6.1 The **Techno-Commercial Unpriced Bid** prepared by the Bidder shall include the following without indicating the price in the Bid Form.

- (i) Bid Security Declaration (**Annexure – 4**) as specified in the NIT document.
- (ii) Scanned copy of Solvency Certificate for Rs. 2 Crores.
- (iii) Service Support Details Form;
- (iv) T&C Deviation Statement Form;
- (v) Performance Statement Form;
- (vi) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted as per qualification requirements/criteria.
- (vii) Bid Form.

6.2 The **Financial/Price Bid** shall comprise of the Price Bid as per **Annexure-3** indicated in the bid documents. The Rate should be inclusive of all charges and no other charges shall be considered. The price bid should be submitted strictly as per the format given with the tender failing which the offer is liable for rejection (renaming or changing format of Financial bid will not be accepted).

6.3 Interested agencies may submit their offer/quotation in a sealed envelope super scribing as "**Quotation for Empanelment of Advertising Agency**" containing two separate sealed envelopes, one marked as "**Technical Bid**" as per **Annexure-2** and other as "**Financial Bid**" in the prescribed format as per **Annexure-3**. Each page of bid document should be properly filled, duly signed and put in sealed envelope.

### 7. Documents Establishing Bidder's Eligibility, Advertising / PR Services' Eligibility and Conformity to Bid Document

7.1 Pursuant to THSTI, the bidder shall furnish, as part of the bid, documents establishing the bidders' eligibility to bid and qualification to perform the contract if the bid is accepted.

7.2 That the bidder meets the eligibility criteria / terms & condition given in the NIT document.

7.3 Pre-Qualification criteria / terms and conditions are basic essence of the services. It must be ensured that the offers are strictly as per Eligibility criteria / terms and conditions. At the same time it must also be kept in mind that merely copying the Eligibility criteria / terms

and conditions of the NIT document shall not make firms eligible for consideration. The documentary evidence of conformity in respect of Eligibility criteria / terms and conditions (wherever applicable) to be submitted. Failure to enclosed / submit any documentary evidence along with the bid may lead to rejection of the bid from the competition.

## **8 Period of Validity of Bids**

Bids shall remain valid for 180 days from the date of opening the bid prescribed by the Institute. A bid valid for a shorter period may be rejected by the Institute as non-responsive.

## **9. Format and Signing of Bid**

- 9.1 All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 9.2 Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid endorse them.
- 9.3 The Bidder shall furnish information on commissions or gratuities, if any paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract as per the bid form.
- 9.4 The bid once accepted and awarded the contract the bidder will be obliged to execute the contract for the services.

## **10. Modification and Withdrawal of Bids**

Bid once submitted cannot be modified / altered subsequent to the deadline for offline submission of bids and the expiration of the period of bid validity specified by the bidder in the bid form. Withdrawal of a bid during this interval or bid evaluation / finalization process may result blacklisting of such bidder from future participation in any of the Institute tender for a period of 3 years.

## **Opening And Evaluation Of Bids**

### **11. Opening of Bids by the Institute**

- 11.1 The Institute will open all Techno Commercial Un-priced Bids, as per the schedule given in invitation to bids.
- 11.2 In the event of the specified date of Bid opening being declared a holiday for the Institute, the Bids shall be opened on the next working day.
- 11.3 The Financial/price bid of technically qualified bidders based on the selection process will only be opened at the date and time to be informed to the qualified bidders.

### **12. Clarification of Bids**

To assist in the examination, evaluation and comparison of bids, the Institute may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price substance of the bid shall be sought, offered or permitted. However, no post Bid clarifications at the initiative of the Bidder shall be entertained.

### **13. Institute's Right To Accept Any Bid and To Reject Any or All Bids**

- 13.1 The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Institute's action.
- 13.2 Evidence regarding credibility of stable performance and maintenance service capability must be provided. The Institute reserves the right to make judgment on this score and reject bids that, in the Institute's view, do not carry sufficient credibility for performance and/or service.

#### 14. Order Acceptance

The successful bidder has to acknowledge / submit acceptance of the Work Order / contract awarded to them immediately but not later than 21 days in any case, from the date of issuance of the Work Order / contract failing which it shall be presumed that the vendor is not interested and order issued stands cancelled / withdrawn. Further, the bidder shall be blacklisted from future participation in any of the Institute tender / procurement of goods / services. The contract shall be awarded to the second lowest bidder (L2) of the competition at the lowest bidder rates.

#### 15. Performance Security

The successful Bidder shall furnish the performance security of **Rs. 1,00,000/-** in the form of Bank Guarantee from any Nationalized Bank immediately along with order / contract acknowledgement. Performance security should remain valid for 60 days beyond covering the contract duration.

#### 16. Payment

16.1 No advance payment shall be made to the agency under any circumstances. 100% payment shall be made by the Institute as per approved DAVP rates only for the completed jobs and on submission of the original bill along with the copy of the newspapers or newspaper carrying the advertisement in which it was asked for publishing.

16.2 Submission of performance security is mandatorily to be submitted by the agency for regular / timely payment for the jobs executed / completed for the Institute.

16.3 All payments are subject to TDS deductions as per norms.

#### 17. Subcontracts

No Subcontracts is permissible unless it is clearly declared or mentioned by the bidder in their bid with appropriate reasons/justification for subcontracts, submitted to THSTI.

#### 18. Duration of Contract

18.1 The contract shall be awarded to the successful lowest bidder in the competition for a period of 1 Year initially which shall be extendable for further 2 years i.e total 3 years. Extension shall be granted annually on review of performance of the agency. No change in price will be admissible during extension of the contract however DAVP rates shall prevail.

18.2 The decision of the Executive Director, THSTI on all matters shall be final and binding to the bidder.

#### 19. Termination for Default

19.1 The Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (i) If the Supplier fails to deliver services during the contract period specified in the order, or within any extension thereof granted by the Institute.
- (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- (iii) If the Supplier, in the judgment of the Institute has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (iv) Either party may terminate the contract by giving 3 months' notice during the contract duration.

19.2 For the purpose of this Clause:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of gratification to influence the action of a public official(s) in the procurement process or in contract execution.
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Institute, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Institute of the benefits of free and open competition;"

**20. Force Majeure**

- 20.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 20.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Institute either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, act of God and freight embargoes.

**21. Resolution of Disputes**

- 21.1 The Institute and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 21.2 If, after thirty (30) days from the commencement of such informal negotiations, the Institute and the Supplier have been unable to resolve amicably a contractual dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.
- 21.3 In case of Dispute or difference arising between the Institute and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Executive Director, THSTI and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

**22. Liquidated Damages**

Since time is the essence of the contract, job assigned shall be done on priority basis within next day from the day of job assigned. If the bidder fails to execute the jobs or fails to perform services within the period(s) specified in the Contract, the Institute shall, without prejudice to its other remedies under the Contract, deduct from the billing amount, as penalty, a sum equivalent to 0.5% per week and the maximum deduction is 10% of the contract price.

**23. Goods and Service Tax (GST)**

Suppliers shall be entirely responsible for payment of GST for the every job completed by them for the Institute.

**24. Applicable Law:** The place of jurisdiction would be Faridabad, Haryana, INDIA.

**25. Notices:** For the purpose of all notices, the following shall be the address of the Institute and Supplier.

**I Institute:**

The Executive Director,  
Translational Health Science and Technology Institute  
NCR Biotech Science Cluster, 3<sup>rd</sup> Mile Stone,  
Faridabad – Gurugram Expressway, P.O. Box No.  
04, Faridabad – 121001, Haryana  
Phone: +91-129-2876434

**II Supplier:**

(To be filled in by the supplier)

.....  
.....  
.....

SCOPE OF WORK

1. The Institute's advertising campaigns ranges from various recruitment advertisements / admissions notices / awards / fellowships advertisements amongst the targeted audience in the country at the prevailing market rates. These advertisements are expected to be released in major newspapers and 'Employment News' all over the country at a short notice.
2. The Translational Health Science and Technology Institute (THSTI), Faridabad also uses brochures, pamphlets and other modes of communications for wide publication of its Ph.D programmes / short term training programmes etc.
3. To look after and manage the National and International events organised/participated by the Institute from PR point of view including coverages of the event through photography, videography, and by making short films. Publish/telecast such events in print/electronic/social media for the awareness/consumption of the mass audience.
4. Coverage on the Institute's scientific achievements, research reports relevant to the Health Science & Research sector and publish the same as news item in national newspapers (English and Hindi)
5. Work out news releases, articles and other promotional and image building initiatives targeting regional, local, national and international media.
6. Develop time frame for insertions; time releases/media initiatives for sustained and high visibility at key centres and liaise with target media to bring out special reports on activities/events across electronic, print, outdoor, radio and digital media (including social media)
7. Formulation and execution of PR programs for target audiences.
8. Develop a communication plan that conceptualizes and develops positive storyboards in respect of THSTI and showcase them at appropriate levels.
9. Maximise publicity for the Institute in regional and National media.
10. Managing media relations and networks and improving their interactions with the stakeholders, Development and dissemination of all Press Releases.
11. Development and initiation of stories / features / articles for the target audience.
12. Pro-active Public Relation counselling, identification of opportunities for image building and recommendations on management of communication issues.
13. Coordinating features and advertorials in leading national and international research publications.
14. Disseminate and release news articles and columns on behalf of the THSTI.
15. Facilitate national media partnerships / alliances and manage crisis situations around the events.
16. Monitoring of information and media on institute, and the trends and forecast in the health science research industry.
17. Collection and monthly compilation of coverage, its analysis every quarter.
18. Provide reports of press clippings, TV news items from across key centres.
19. Provide regular media intelligence – environment scan and research, sharing of media related information with the Institute on regular basis.
20. Press Conferences / Meets; Interviews of Institute's top management with leading publications and news channels.



**PROFORMA FOR TECHNICAL BID**

Sl No.	Particular	Details to be provided by the bidder	Page Sl No. at Which documentary evidence enclosed with Technical Bid
1.	Name of the Bidder (agency)		
2.	Date of Establishment and Year		
3.	Type of company (Partnership firm/sole proprietor/limited company) etc		
4.	Permanent Account Number (PAN) and published balance sheet for the past 03 years.		
5.	Certificate of Registration for GST and acknowledgement of up to date filed return.		
6.	Details of accreditation with Indian Newspaper Society (INS), Advertising Standards Council of India (ASCI), Prasar Bharti, All India Radio/ Doordarshan along with the date of each accreditation and its validity		
7.	Whether full-fledged office established in Delhi NCR.		
8	Whether Presence Across Nation (PAN) India reach to enable country wide publication of advertisement and PR services. Give Principal places of business, the head office and their branch offices with detailed addresses and contract numbers		
9	Whether resources available to handle full-fledged multi-media, multi-publicity campaigns		
10	Whether Proficiency and proof reading facilities in Hindi/English and other Indian regional languages available.		
11	No. of Years of experience in advertising, mass communication and handling of PR services for Govt/Public sector undertakings, especially IITs/IIMs/NITs/ PFRIs /CFTIs and such other reputed Govt. institutions / Organizations / Departments.		
12	Details of handling at least 3 PR Contracts of Govt organisations.		
13	Whether blacklisted/debarred by any of the Govt organisation. If yes, give details or attach self-declaration certificate of non-blacklisting/debarment on company's letter head.		
14.	CA Certified Average Annual turnover of business for last 3 consecutive financial years		
15.	Any other information that the agencies may like to provide.		
16.	List of other documents as mentioned in Pre Qualification criteria at para 1 and 2 (Page 2 & 3) of tender document.		

Date  
Place

Signature  
Name of authorized signatory

**FINANCIAL BID**

Name & Address of Ad Agency: \_\_\_\_\_  
\_\_\_\_\_

**Rates Quoted for Advertising Services only :**

1. Agency Commission % over and above DAVP rates \_\_\_\_\_
2. Discount offered on the agency commission \_\_\_\_\_
3. Final agency commission after discount \_\_\_\_\_

**Note :** Inclusion of any other PR services during the contract period will be as per the requirement of institute and on mutually agreed rates and terms & conditions.

Signature of Tenderer with date and seal

**BID SECURITY DECLARATION**

*(to be submitted by bidder on Non-Judicial Stamp Paper of Rs.100/-only duly attested by Notary)*

We, (-----Name of bidding firm with its address-----) do hereby certify and declare that we are interested and genuinely participating in the Tender Enquiry No. \_\_\_\_\_ for (---  
-----tender description-----) invited by the THSTI.

We further undertake that if we withdraw or modify the submitted bid during the period of Bid validity, or if we will be awarded the order / contract and If we fail to acknowledge the order / sign the contract, or to submit a performance security before the deadline defined in the Tender document, the order awarded / work contract issued shall be terminated at the discretion of Competent Authority, THSTI and our firm will be suspended / blacklisted for the period of 03 years from being eligible to submit Bids for tenders with the THSTI in future.

Date:

Name and Signature of Authorized  
Signatory of bidding firm along with stamp

BID FORM

To,  
The Executive Director  
Translational Health Science and Technology Institute  
NCR Biotech Science Cluster, 3rd Mile Stone  
PO Box No. 04, Faridabad-Gurugram Expressway  
Faridabad – 121001  
Phone: +91-129-2876434

Dear Sir,

After reading the NIT document carefully, we hereby declare that we accept the all terms and conditions of the bid document and would like to submit our bid for **Empanelment of Advertising Agency for providing advertisement i.e. publishing of Institute advertisements in national dailies / employment newspapers etc (as per DAVP rates) and PR services**

We undertake to execute the work / job as assigned by the Institute (THSTI) in accordance with the terms & conditions of the NIT document, if awarded the contract. If our bid is accepted we will produce the performance security in the shape of bank guarantee as specified under clause no.15 of the T&C.

Yours Faithfully

Signature with date of authorized person  
Name & Designation

**Form of Performance Bank Guarantee/Bank Guarantee  
(TO BE SUBMITTED FROM ANY INDIAN NATIONALIZED BANKS ONLY)**

BG No.: ..... Date: .....

<b>From</b> <b>The Name of the Bank</b>	<b>To</b> <b>Translational Health Science Technology Institute, Faridabad</b>
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In consideration of the Translational Health Science and Technology Institute, Faridabad (hereinafter called "The INSTITUTE") having offered to accept the terms and conditions of the proposed agreement between The Institute.....and..... (hereinafter called "the Contractor(s)" for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank guarantee for Rs..... (Rupees.....only) as a security/guarantee form the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We ..... (hereinafter referred to as the "Bank") hereby undertake to (Indicate the name of the Bank) Pay to the Institute an amount not exceeding Rs..... (Rupees..... only) on demand.
  
2. We...(indicate the 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 Institute stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). 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..... (Rupees.....only).
  
3. We, The said Bank, further undertake to pay to the Institute any money so demanded notwithstanding any disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
  
4. We (indicate the 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 agreement, and it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, as per the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
  
5. We.....(Name of the bank)..... further agree with the Institute that the Institute shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said not be relieved from our liability by reason of any such variation or extension being granted to the said

contractor(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said contractor(s) 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.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We .....(Name of the bank)..... lastly under take not to revoke the Guarantee except with the previous consent of the Institute in writing. This bank Guarantee on the Bank or its successors or permitted assigns.
8. We.....(Indicate the name of the Bank)..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Institute extended on demand by the Institute. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees.....only), and unless a claim/demand is made on the bank in writing on or before .....all your rights under the Guarantee will be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Authorized Signatories of the Bank with name and Seal

Name of the Officer:  
Designation:  
Code if any:  
Date:  
Place