

BG Number: _____

Issue Date: _____

BANK GUARANTEE

B. G. No. _____

Date: _____

To,
Pay and Accounts Officer,
Ministry of External Affairs,
Government of India, New Delhi 110001

GUARANTEE No.	:	_____
AMOUNT OF GUARANTEE	:	_____
GUARANTEE COVER FROM	:	_____
GUARANTEE VALID UPTO	:	_____
LAST DATE FOR LODGEMENT OF CLAIM	:	_____

KNOWN ALL MEN BY THESE PRESENTS THAT Mr. _____/Ms. _____ of _____ (hereinafter called the Obligor which expression shall unless repugnant to the context or meaning thereof, include his/her heirs, executors and administrators) and _____ (Bank Name with full address) having its Registered Office at _____ (Address) _____ (hereinafter called the Surety which expression shall unless repugnant to the context or meaning thereof, include these heirs, executors and administrators), are jointly and severally bound to the President of India, acting through External Publicity And Public Diplomacy Division, Ministry of External Affairs, Govt. of India, New Delhi 110001 (hereinafter called the Govt. which expression shall unless repugnant to the context or meaning thereof include his/her successors and assignees) in the sum of Rs. _____ for which payment well and truly be made on demand and without any demur, we, the Sureties jointly and severally bind ourselves and our respective heirs, executors and administrators and legal representatives to the President of India.

Dated this _____ whereas the Obligor has been assigned by the Government in consideration of the payment to be made to him/her as mentioned in the said letter to make a documentary film of _____ minutes (full version), 8-10 minutes (abridged version) and not more than 2 minutes Director s cut in High Definition (HD) format on the subject of _____ upon the terms and conditions therein mentioned.

AND WHEREAS the Obligor has requested to the Government to advance him/her a sum of Rs. _____ in the manner provided in the said agreement which the Government has agreed to do, upon the Obligor and the Sureties agreeing to execute an irrevocable bond in the manner herein contained.

Now the condition of the above bond is that in the case the Obligor duly observes and performs the terms and conditions of the said agreement in all respects to the satisfaction of the Government, then the above written bond shall be void and have no effect, otherwise shall remain in full force and effect.

AND THE SURETIES HEREBY AGREES AS FOLLOWS

The Bond shall remain in full force irrevocably and effect until the said documentary film of _____ minutes (full version), 8-10 minutes (abridged version) and not more than 2 minutes Director s cut in High Definition (HD) format on the subject of _____ is delivered to the government in the manner provided in the said agreement and all the terms and conditions of the said agreement are fully observed and performed in all respects to the satisfaction of the Government and the Sureties shall not be discharged or released from their obligations under the observation bond by reason of the Government showing the Obligor and indulgence or forbearance without the Sureties knowledge or consent whether as to time, payment, performance or any other matter, whatsoever, from which under the law may have effect of releasing the Sureties or otherwise; and

That merely a demand for payment or money under this bond made by the Government on the sureties shall be final and binding on the sureties as to the liability and amount demanded from the Sureties and the said sum so demanded shall be paid by the Sureties to the Government without any demur.

Our liability under this guarantee is restricted to Rs._____. This guarantee shall expire on _____ any claims under this guarantee must be received by us on or before _____ and if no such claim has been received by us by that date, all your rights under this guarantee will cease.

Notwithstanding anything contained hereinabove:

- a) Our liability under this Bank Guarantee shall not exceed Rs. _____.
- b) This Guarantee shall remain valid upto _____ and
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before _____, at Bank Name and Address. All rights of beneficiary shall be forfeited and the Bank shall be released and discharged from all its obligation and liabilities thereafter.

1. Signature of Bank s
Authorized signatory

Place: _____

Date: _____

2. Signature of Filmmaker

Place: _____

Date: _____