

**Notice Inviting Tender (NIT)
FOR
“Selection of Bidder for providing transport rental services at NFAI”**

NIT NO - 32/11/2019-B&A

**NATIONAL FILM ARCHIVE OF INDIA,
MINISTRY OF INFORMATION AND BROADCASTING,
GOVERNMENT OF INDIA
LAW COLLEGE ROAD,
PUNE – 411 004.**

Table of Contents

1 INTRODUCTION.....	3
1.1 KEY EVENTS AND DATES	3
2 INSTRUCTIONS TO BIDDER	3
2.1 BIDDER INQUIRIES	3
2.2 EARNEST MONEY DEPOSIT (EMD).....	3
2.3 SUBMISSION OF BIDS	4
2.4 SIGNING OF CONTRACT	5
3 SCOPE OF WORK.....	5
3.1 VEHICLE REQUIREMENT.....	5
3.2 TRAVEL REQUIREMENTS	6
4 ACCIDENTS:	7
5 COMPLIANCE TO LAW	7
6 SLA 7	
7 COMMERCIAL BID FORMAT	8
8 BID EVALUATION PROCESS	8
9 PAYMENT MILESTONES.....	11
10 ANNEXURES	11
10.1 ANNEXURE A: COMMERCIAL BID FORMAT	11
1. DAILY BASIS.....	11
6. ANNEXURE D: COVERING LETTER FOR COMMERCIAL PROPOSAL FORMAT.....	14
7. ANNEXURE E TEMPLATE FOR PERFORMANCE BANK GUARANTEE.....	16
8. ANNEXURE F: TEMPLATE FOR BANK GUARANTEE	18

1 Introduction

1.1 Key Events and Dates

S. No	Information	Details
1.	Tender Release Date	28 January 2019
2.	Last date to submit queries	7 th Feb 2019, upto 6 pm
3.	Pre- Bid meeting	11 February 2019, at 11 am
4.	Last date for submission of bids	18 February 2019, upto 3 pm
5.	Opening of Tender	18 February 2019 at 4 pm
6.	Opening of Financial Bids	To be intimated later

2 Instructions to Bidder

2.1 Bidder Inquiries

Bidder shall send in their written queries to the designated officer as per the details below:

Officer on Special Duty, NFHM

National Film Archive of India,

Law College Road,

Pune – 411 004

osdnfhm@gmail.com

2.2 Earnest Money Deposit (EMD)

a) The sealed Quotation should be accompanied by Earnest Money Deposit of an amount of Rs. 20,000/- (Rupees Twenty Thousand only) in the form of bank Guarantee / Fixed Deposit of Commercial Bank drawn in favour of “Administrative Officer, NFAI, Pune ” and bank guarantee should be as per the format mentioned in Annexure F. The quotation received without EMD amount will not be considered under any circumstances. If bidder is exempted from payment of Earnest Money Deposit, a copy of relevant Govt. orders may be submitted along with the tender.

b) Successful Bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of Award, for a value equivalent to 10% of the total cost of the Contract in the form of Demand Draft / Pay Order / FDR as Bank Guarantee of Commercial Bank drawn in favor of “Administrative Officer, NFAI, Pune ” within fifteen days from the receipt of letter of assignment and it should be as per the format

mentioned in Annexure E. The Performance Security Deposit will remain with NFAI Pune till the contract period is expired. It should be valid for period of 180 days beyond the date of completion of all contractual obligations of the firm.

c) The Earnest Money deposit shall be forfeited by NFAI in the following events:- If bid is withdrawn during validity period or any extension thereon. If bid is varied or modified in a manner not acceptable to this organization during the validity period or any extension thereof. If bidder whose bid has been accepted but fails to furnish the security deposit, performance bank guarantee within 14 days of acceptance.

d) The Earnest Money deposit of unsuccessful bidder will be returned on finalization. The Earnest Money deposit of successful bidder will be returned on receipt of Deposit / performance bank Guarantee.

2.3 Submission of Bids

This shall be 3 covers (sealed and signed) system where:

- a. First cover shall contain the original pre-qualification documents including the EMD and the tender fee. The cover should be clearly marked as the "Pre-qualification documents"
- b. Second cover shall contain original technical proposal document and cover should be clearly marked as the "Technical Proposal". **This cover shall not contain any commercial bid related to the proposal.**
- c. Third cover shall contain original commercial proposal document and cover should be clearly marked as the "Commercial Proposal".

Note:

1. All three covers shall be in a one large cover, sealed and signed.
2. Commercial proposal should be in **THIRD COVER** only and any deviation will lead to disqualification of the bidder.
3. All the documents should be spiral or hard bound with proper index numbering. No loose papers would be accepted and could lead to disqualification
4. The Bidder should ensure that all the required documents, as mentioned in this NIT are submitted along with the bid and in the prescribed format only. NFAI will not accept delivery of Proposal in any manner other than that specified in this NIT. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of

the required documents or submission of the documents in a different format / contents may lead to the rejections of the bid proposal submitted by the Bidder.

5. **No Deviation Bid:** It is required that all the Bids submitted in response to this NIT should be unconditional in all respects, failing which NFAI reserves the right to reject the Bid.

2.4 Signing of Contract

Once NFAI notifies the successful Bidder that its proposal has been accepted, NFAI shall enter into a separate Agreement, incorporating the conditions of the NIT and its amendments and any special conditions during negotiations between the NFAI and the successful Bidder.

3 Scope of Work

3.1 Vehicle requirement

The Bidder, on receiving Purchase Order / Work Order from NFAI, will be required to provide **three (two on monthly basis and one on daily basis for a month) permanent vehicles (brand new top end vehicle models)**. The Vehicles provided should have the following:

- i. Should be in white colour without any scratches on the exterior and/or interior of the car
- ii. Should have a music system installed which shall be able to play from disc, USB, Aux etc.
- iii. Should have a mobile charge which can charge both the Micro USB (Type B, Type A), USB Type C, Lightning (Apple products) type
- iv. Should have a valid PUC at all the times.
- v. Should have a valid comprehensive insurance at all the times
- vi. Should have paid all the relevant taxes which purchasing the car
- vii. Should have accessories like upholstery, décor, matting, reading lights
- viii. Should always have a workable car perfume and mobile stand
- ix. Should always have a chauffeur with a white color uniform
- x. Always be properly serviced by an authorised service station as per the company prescribed service schedule
- xi. Should always have tyres in good working condition and it shall be the responsibility of the Bidder to replace the tyres every 35,000 KM or earlier in case they are visibly worn-out.
- xii. The driver should always possess a valid driving license and any fines for rash driving or not adhering to the rules and regulations shall be borne by the Bidder
- xiii. In case of breakdown replacement within 30 minutes.

- xiv. On need basis, the Bidder should be able to provide 20-30 nos. of vehicles for certain functions.
- xv. The Bidder should also make provision to provide vehicles in Mumbai/ other cities at the identified rates for local pickup and drop
- xvi. All the vehicles that the Bidder will provide should have the ABS (braking system) and SRS Airbag as a safety feature
- xvii. The Bidder shall by themselves take care of all the maintenance, breakdown, insurance, mobile, fuel, toll taxes, accidents/normal repairs etc. and NFAI shall not be liable in any manner whatsoever in the paying any amount thereof
- xviii. The Bidder should have a system in place to maintain a log book for the vehicles provided for NFAI
- xix. It shall be preferred that the Bidder provides all the vehicles that are equipped with GPS tracking and produces computer generated bills
- xx. The vehicles should be equipped with daily newspapers/ magazines/ mineral water bottles/ tissue papers/ fragrances/ white cloths etc.

3.2 Travel requirements

- i. The vehicle shall be predominantly used for city travel and occasionally on an out station travel such as Mumbai and other parts of Maharashtra and India.
- ii. The Bidder is expected to provide rates considering the minimum travel details provided above, thereafter the rates per KM / hour shall be used to arrive at the final billing

3.3 VIP movement:

- i. Occasionally, as and when required by NFAI, the Bidder should provide the vehicles (Category A/B – VIP) as mentioned in Annexure B
- ii. The number of vehicles required by NFAI shall vary from instances and rate per KM quoted by the bidder shall be used to arrive at the final billing
- iii. It shall be the responsibility that all the vehicles provided by the bidder fully satisfy the details mentioned in Section 3.1
- iv. A backup cars has to be made available in case of a breakdown within 30 minutes.

3.4 Driver requirements

- i. The Bidder shall ensure that the antecedents of the drivers are verified by the police and they are in possession of the same while on duty
- ii. The driver should be of good moral character and in age group of 30 to 50 years only with atleast 5 years of experience in driving the cars proposed (Annexure A and B)

- iii. The Bidder shall be responsible for discipline and behaviours of drivers deployed by them.
- iv. Consumption of alcohol by drivers during duty is strictly prohibited and the Bidder shall ensure that drivers reporting for duty is not under the influence of alcohol.
- v. It is to be brought to the notice of all drivers that they are not authorized to make any entry or permitted to carry out any amendment on the duty work sheet.
- vi. The drivers may carry their packed meals.
- vii. The drivers are not to leave their place of duty unless permitted to do so by a bonafide user. No mileage will be allowed for any lunch/tea break.
- viii. Driver should be conversant with Pune roads localities and should be consistent and punctual on their duties and should be in possession of latest Road Map of Pune.
- ix. The Driver should always carry a working mobile at all the times in the day and should be able to make calls, if required
- x. The driver should be able navigate the maps in case of any outstation or city travel and should be well conversant with the technology and Hindi, English and Marathi languages
- xi. If the driver provided by the Bidder is not found to be suitable, the Bidder should change the same on immediate basis

4 Accidents:

In circumstances, when the hired vehicle is involved in an accident resulting in loss or damage to property or life with respect to the vehicle, driver, passenger or any third party, the responsibility for any legal or financial implication shall rest solely with the Bidder. NFAI or the Government of India shall have no liability, whatsoever, in this regard.

5 Compliance to law

The Bidder shall fulfill all obligations under various statutory laws esp. labour laws in force regarding deployment of contract workers in respect of the services provided under this contract.

6 SLA

6.1 The periodic servicing of the vehicles should be undertaken as per the manufacturers servicing schedule and no deviations shall be accepted

6.2 In case of a breakdown of the vehicle, following shall be the timelines for backup:

- i. Within city limits: Within 30 mins
- ii. Outstation / Highways: Within 2 hours

6.3 Any deviation from the services prescribed shall incur penalty ranging upto one month's rentals and shall be at sole discretion of NFAI

6.4 The vehicles shall be used by NFAI and other offices like Regional Outreach Bureau of the Ministry at same rates.

7 Commercial bid format

7.1 The bidder is expected to submit the commercial proposal strictly as per the format prescribed in Annexure 1 along with covering letter as per the format mentioned at Annexure 2. The commercials submitted by the bidder should be inclusive of all taxes. The payment would be made to the bidder on actuals. The rate per unit quoted by the Bidder shall be used to arrive at the final payment in such cases.

8 Bid Evaluation Process

8.1.1 Bid Evaluation Committee

1. NFAI will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
2. The BEC constituted by the NFAI shall evaluate the responses to the NIT (Envelope A, Envelope B and Envelope C) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
3. The decision of the Bid Evaluation Committee in the evaluation of responses to the NIT shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
4. The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals. The Bidder shall submit requisite supporting documents/ certificates on the credentials. The BEC may visit Bidder's client site to validate the credentials/ citations claimed by the Bidder.
5. The Bid Evaluation Committee reserves the right to reject any or all proposals entails the basis of any deviations.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this NIT.
7. The BEC would submit its decision to the competent authority whose decision would be final and binding upon the bidders.

8.1.2 Pre-Qualification Criteria

The Bidder is required to fulfill all of the following eligibility criteria on date of submission of bid as mentioned in below table 1:

S.N	Eligibility Criteria	Document Proof
1	The bidder should be a Company Registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932.	Copy of the Memorandum and article of association or Copy of the Certificate of Incorporation
2	The bidder should have a Service Tax, PAN and VAT registration	Copies of the valid Service Tax registration, PAN card, and VAT registrations
3	The bidder should have average turnover of Rs 20 Lakhs in the last three financial year 2015-16, 2016-17 and 2017-2018.	A duly signed and stamped certificate from the Chartered Accountant mentioning the turnover details each of the Financial Year 2013-14, 2014-15 and 2015-2016. Or Audited P&L statement from practicing CA of last three financial years.
4	The Bidder should have experience of providing vehicles (cars) on rentals for atleast 4 years from the date of release of this NIT	a. Copy of work orders duly signed and stamped b. List of clients where the Bidder has/are provided the services <i>Note: The dates on the Project completion certificate / work order of the four preceding financial years only will be considered</i>
5	The Bidder should have a proven capacity to rent 20 different vehicles in a month	a. Work order from the client/s showcasing proof of providing min. 20 vehicles in a month
6	The bidder should not be blacklisted as on date by PSU /Government of India /State Government Departments	Undertaking from Authorized Signatory of the Bidder on company letterhead to be provided.

8.1.3 Process of Evaluation

1. Bidders who qualify on First cover shall be considered for further Technical evaluation.
2. Bidders shall be evaluated as per prequalification criteria mentioned at Section 8.1.2
3. The bidders who fulfil all the prequalification criteria will qualify for further Technical Evaluation (Second cover) (Refer Section 8.1.4)

4. Bidders with minimum technical score of **65 marks** in technical evaluation (Refer Section 8.1.4) will be considered to be eligible for financial evaluation (Third Cover) (Refer Section **Error! Reference source not found.**).
5. Amongst the bidders who are considered for financial evaluation, the successful Bidder would be selected basis the lowest unit rate on KM and Hour basis (L1 basis).
6. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
7. In case of Single Bid, NFAI reserves the right to accept or reject the bid.
8. Financial details as required in the prequalification documentation shall not be deviated from. Any deviations shall lead to disqualification.

8.1.4 Technical Evaluation

The Bidders who successfully qualify the Pre-Qualification (Section 8.1.2) stage shall be considered for the Technical Evaluation. The Bidders shall be evaluated basis the Technical Evaluation Criteria as mentioned below:

Table: Technical Evaluation Criteria

S. No.	Criteria	Maximum marks
1.	Experience and reputation of the bidder Profile of the organization including financial status and reputation	30
2.	Vehicles proposed by the Bidder in their bid response Note: The Bidder shall provide the same vehicles makes that have been proposed	30
3.	Capability of the Bidder to provide the vehicles (20 – 30 nos.) for certain functions	20
4.	Technology proposed to be used (eg.. GPS tracking)	20
		100

Only those Bidders who have secured a minimum Technical **Score of 65 marks** shall be declared as qualified for evaluation of their ‘Financial Bid’.

8.1.5 Financial Score:

The financial offers shall be evaluated on the basis of total cost offered by the Bidder for the NIT. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

Based on the Financial Quote given by the Bidder, the Bidder with the lowest quote (L1) shall be selected as a successful Bidder

Note:

1. In the event of two or more Bidders securing exactly the same financial quote, NFAI reserves the right to:
 - a. Consider the Bidder whose technical score is highest, among the bidders whose Financial Quote is the same, and declare the Bidder with highest technical score as successful Bidder Or
 - b. Adopt any other method as decided by NFAI as per the Government rules
2. NFAI reserves the right to confirm the Bidder as successful Bidder subject to negotiations
3. NFAI may empanel multiple vendors who **score minimum 65 marks** in Technical Evaluation and accepting the line item wise lowest financial quote.
4. The selected empanelled bidders will have to match L1 rates against each line items, else they will not be considered for empanelment.
5. The empanelled bidders would be allotted work in following two scenarios:
 - a. If selected bidder is unable to perform its duties at satisfactory level of NFAI
 - b. During the event phase, when vehicle requirements at NFAI would be high and selected bidder is unable to provide the quantum as required during the event.

9 Payment Milestones

The payment shall be done on a monthly basis and as per the actual usage of the vehicles

10 Annexures

10.1 Annexure A: Commercial Bid Format

Vehicle Type:

Type A: Maruti Swift Dzire / Ford Figo Aspire / Hyundai Xcent / Toyota Etios/ Nissan Sunny/ Ertiga or similar vehicle

Type B: Toyota Innova / Honda City / Nissan Terrano or similar vehicle

1. Monthly Basis

Requirement	Type of Vehicle	Rate	Rate for Extra hours/ Extra km
	Type A		

Monthly basis (2000 kms / 300 hrs)	Type B		
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2. Daily basis:

Requirement	Type of Vehicle	Rate	Rate for Extra hours/ extra km
Daily basis (8 hours / 80kms)	Type A		
	Type B		

3. Outstation vehicles:

Requirement	Type of Vehicle	Rate	Rate for Extra hours/ Extra km/ halting charges
Visit to Mumbai / other city within Maharashtra (min 250 kms/day)	Type A		
	Type B		
Outside Maharashtra (min 250 kms/day)	Type A		
	Type B		

Note: For arriving at L1:

1. For evaluation purpose, the bidder shall be selected on the Rate mentioned in the Monthly basis:
(Type A vehicles + Type B vehicles)
2. The selected bidder has to match L1 rates for all other categories in case of empanelment.
3. The rates provided shall be inclusive of all the taxes and driver charges (local and outstation travel)
4. For outstation travel, toll shall be reimbursed on a monthly basis on producing the valid toll receipts
5. The rates shall be inclusive of all taxes and vehicle rentals, driver salary, periodic maintenance, cleaning, accessories etc

6. Annexure D: Covering letter for Commercial Proposal Format

Date: _____ ,

Administrative Officer,
National Film Archive of India,
Law College Road,
Pune – 411 004.

Subject: Submission of the Commercial bid for providing vehicles on rental basis

Dear Sir,

We, the undersigned, offer to provide the services for providing vehicles on rental basis in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Commercial Proposals). Our attached Commercial Proposal is for the sum of <<Rs. , Amount in words and figures>>. This amount is inclusive of the all taxes.

a. PRICE AND VALIDITY

All the prices mentioned in our bid response are in accordance with the terms as specified in the NIT documents. We hereby confirm that our prices include all taxes. We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

b. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates and total amount for the purpose of account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

c. COMPLIANCE

We declare that all the services shall be performed strictly in accordance with the bid documents, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid. We accept NFAI can delete any line item of the commercial proposal.

Further we agree that additional conditions, if any, found in the bid documents, other than those stated in deviation schedule, shall not be given effect to.

d. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your
Scope of Work included in NIT documents

e. QUALIFYING DATA

We confirm having submitted the information as required by you in your bid document. In case you require any other further information/documentary proof in this regard before evaluation of our bid response, we agree to furnish the same in time to your satisfaction

f. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated in Commercial Bid attached with our Tender as part of the Tender.

g. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee of the NIT document # ____.

Our Commercial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the contract period.

We hereby declare that our bid response is made in good faith, without collusion or fraud and the information contained in the bid response is true and correct to the best of our knowledge and belief.

We understand that our bid response is binding on us and that you are not bound to accept bids you receive.

Thanking you,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm: _____

Address: _____

7. Annexure E Template for Performance Bank Guarantee

<<On Rs. 500 Stamp paper>>

To,
Administrative Officer,
National Film Archive of India (NFAI),
Law College road,
Pune - 411004

Whereas, <<name of the bidder / prime bidder and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to NFAI (hereinafter called “the employer”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder

shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- b. This Bank Guarantee shall be valid up to <<insert date>>)
- c. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

8. Annexure F: Template for Bank Guarantee

<<On Rs. 500 Stamp paper>>

To,
Administrative Officer,
National Film Archive of India (NFAI),
Law College road,
Pune – 411004

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of NIT # <<NIT Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to NFAI.

Know all Men by these presents that we <<Name of the Bank>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the NFAI (hereinafter called "the Employer") in the sum of Rs.<<Amount in figures>> (Rupees<<Amount in words>> only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

- a. If the Bidder having its bid withdrawn during the period of bid validity specified by the Employer in the NIT #; or
- b. If the Bidder, having been notified of the acceptance of its bid by the Employer during the period of validity of bid
 - i. Withdraws his participation from the bid during the period of validity of bid document; or
 - ii. Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will

note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the NIT #>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- a. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- b. This Bank Guarantee shall be valid up to <<insert date>>)
- c. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:
