

Format of Performance Bank Guarantee

In consideration of the Prasar Bharati (Broadcasting Corporation of India), (hereinafter called "Prasar Bharati") having issued Letter of Award dated _____ to _____ (hereinafter called the "Producer") for the sale of weekday/weekend _____ to _____, ___-___pm slot on DD National Channel pursuant to RFP No. ___ dated ___ issued by it which stipulates that the Producer has to furnish an irrevocable Performance Bank Guarantee to Prasar Bharati for an amount equal to the Slot Fee for 120 days, from any nationalized bank valid for 36 months with claim period of 39 months as security for the performance of its obligations in terms of the RFP and the Contract:

1. We(indicate the name of the Bank) (hereinafter referred to as the "Bank") hereby affirm, guarantee and undertake to pay to Prasar Bharati any amount not exceeding the sum of Rs. _____/- (Rupees _____ Only), without any demur and objection whatsoever, merely against the first written demand of Prasar Bharati stating that the amount demanded therein has become due to it on account of the failure of the Producer to perform its obligations under the Contract, without Prasar Bharati needing to prove or to show grounds or reasons for demand of the sum specified therein. Any such demand made on us by Prasar Bharati shall be conclusive in all its respects, including the amount due and payable.

2. We declare that Prasar Bharati's demand in writing as aforesaid will be unquestionably binding upon us, our liability arising upon written demand of Prasar being absolute, unqualified and irrevocable until the sum as demanded therein is paid to Prasar Bharati in full. We hereby waive the necessity of Prasar Bharati demanding the said amount from the Producer before presenting us with the demand.

3. We undertake unconditionally and irrevocably to make payment to Prasar Bharati of the sum demanded in the aforesaid written demand, irrespective of any dispute between Prasar Bharati and the Producer under the Contract.

4. We further agree that Prasar Bharati and the Producer shall have the right, without our consent and without effecting in any manner our

obligations here under to vary any of the terms and conditions of the Contract. No change or addition to or other modification of the terms of the contract or of any of the contract documents shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

5. This Guarantee shall also not be discharged by any forbearance or indulgence granted by Prasar Bharati to the Agency as to payment, time, performance or otherwise.

6. We waive in favour of Prasar Bharati all or any of our rights as surety, which may be at any time be inconsistent with the provisions of this guarantee.

7. Our liability under this Guarantee shall not be affected by:

- (i) any change in the status or constitution of the Prasar Bharati
- (ii) any change in our status or constitution
- (iii) any change in the status or constitution of the Agency

8. This Guarantee shall be governed in all respects by Indian law and shall be subject to the exclusive jurisdiction of Courts at New Delhi.

9. This guarantee is irrevocable and shall be valid until the ____ day of _____, _____ unless extended further. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs _____ (Rupees _____ only), and unless a claim in writing is lodged with us within three months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the _____ day of _____, 2016.

(Signature of the authorized officer of the Bank)

Name and designation of the Officer

Seal, name & address of the Bank and address of the Branch