

REQUEST FOR EMPANELMENT (RFE) OF ADVERTISING AGENCIES FOR AADHAAR MULTIMEDIA CAMPAIGN FOR REGIONAL OFFICE, CHANDIGARH

The Unique Identification Authority of India, Regional Office Chandigarh invites applications in the prescribed proforma for empanelment of advertising agencies for UIDAI Regional Office Chandigarh for multi-media campaign of Aadhaar. Please go through the full documents available at <http://uidai.gov.in/>.

1. Proposal must be submitted at the UIDAI Regional Office Chandigarh in one large envelope marked as 'Proposal for Advertising Agency for UIDAI REGIONAL OFFICE CHANDIGARH along with the name & contact details of the firm. It should be duly page numbered.
2. The sealed envelope should reach by 1st April, 2015 before 15:00 Hrs. Addressed to:
Sh. V.P. Tyagi
Deputy Director,
UIDAI Regional Office,
SCO 139-141, Sector 17-C,
Chandigarh-160017
3. The proposal complete in all respects, should be submitted in person or by post along with demand draft of Rs. 250/- (non-refundable), drawn in favour of DDO, UIDAI R.O. Chandigarh payable at Chandigarh, towards cost of tender document. The proposals received after due date and time will not be accepted. The validity of proposal will be 3 months from its date of opening.
4. The successful agencies will be required to submit performance guarantee of Rs. 2.5 lac in the prescribed format issued by a public sector bank or a private sector bank authorised to conduct Govt. Business, within a period of 30 days from the date of empanelment. The P.B.G. Performa is available at annexure IV of this document.
5.
 - a) Each page of RFE should be signed at the bottom by authorised signatories of proposer agency.
 - b) Withdrawal of bid after submission/opening or empanelment is not permissible
 - c) There should not be any over-writing, cutting if any, should be attested under signature of bidder.
6. The due date of opening of proposal is 1st April, 2015 at 3:30 PM which will be opened in presence of applicant agencies and/or their duly authorised representatives. The representatives should present authority letter from proposer agencies.
7. **Firms may contact Deputy Director (IEC) at ved.tyagi@uidai.net.in for any clarification on the RFE before 27th March, 2015.**
8. The UIDAI Regional Office, Chandigarh reserve the right to reject any application without assigning any reason thereto.

TABLE OF CONTENTS

EMPANELMENT OF ADVERTISING AGENCIES FOR AADHAAR CAMPAIGN (REGIONWISE)

SECTION I: BACKGROUND	4
SECTION II: CAMPAIGN REQUIREMENTS	4-7
2.1 Purpose	
2.2 Target Audience	
2.3 Objectives	
2.4 Scope of Work	
2.5 Other Information	
SECTION III: ELIGIBILITY CRITERIA	7-8
3.1 General Eligibility	
3.2 Qualification Criteria	
3.3 Instruction to Applicants	
3.4 Important Dates	
SECTION IV: EMPANELMENT PROCEDURE	8-9
4.1 Award for Empanelment	
4.2 Allocation of Work	
SECTION V: GENERAL CONDITIONS	9
5.1 Tender Cost	
5.2 Liquidated Damages	
5.3 Performance Bank Guarantee (PBG)	
SECTION VI: GENERAL TERMS AND CONDITIONS OF CONTRACT	10-13
6.1 Nativity	
6.2 Relationship	
6.3 Right to accept the application	
6.4 No Obligation	
6.5 Fraud and Corruption	
6.6 Confidentiality	
6.7 Governing Language	
6.8 Applicable Law	
6.9 Legal Jurisdiction	
6.10 Frequency of Empanelment Process	
6.11 Advertising and Promotion	

- 6.11 Advertising and Promotion
- 6.12 Indemnity
- 6.13 Termination/Withdrawal
- 6.14 Only one application
- 6.15 Amendment
- 6.16 Taxes and Duties
- 6.17 Binding Clause
- 6.18 Agency's Integrity
- 6.19 Agency's Obligations

SECTION VII: SPECIFIC TERMS AND CONDITIONS

13

(7.1 to 7.10)

ANNEXURE I: DECLARATION (ON THE RESPONDENT'S LETTER HEAD)

14

ANNEXURE II: QUALIFICATION CRITERIA

15-16

ANNEXURE III: CHECKLIST

17

ANNEXURE IV: Performa for performance Bank Guarantee

18-20

SECTION I: BACKGROUND

Unique Identification Authority of India's Mission

The Unique Identification number (Aadhaar) is a national valid proof of identification issued by the UIDAI to all residents in the country. The number is:

- a) Verifiable in an online, cost-effective manner.
- b) Based on Biometrics
- c) Robust enough to eliminate duplicate and fake identities in databases.

The impact of the UIDAI initiative is wide-ranging. For residents across the country, Aadhaar is a transformational number which improve the delivery of welfare programs and provide residents, particularly the poor, greater access to resources and services. Enrolment for the number is through Registrars across the country that the Authority is partner with. Such Registrar includes State Governments, PSUs, Banks etc. These Registrars in turn, partner with enrolling Agencies to enrol residents into the UIDAI database.

The UIDAI Regional office Chandigarh intends to empanel a limited number of good performing advertising agencies for the work of Information, Education, Communication (IEC) campaign and other activities of the Authority's Regional office in Chandigarh under the guidelines specified herein.

SECTION II: CAMPAIGN REQUIREMENT

2.1 Purpose

Residents of India especially the underprivileged segment are largely unaware of the benefits and potential of Aadhaar in their day to day life. A massive awareness campaign is required to educate people about the Aadhaar enrolment process and the benefits of Aadhaar.

A project of this scale with a special focus on BPL/marginalized segment requires the creation of a well-planned and detailed multi-media communication strategy and thorough execution at the ground level that can help meet the objectives of the program. Also, UIDAI has partnered with State Government and other partners (Bank, LIC etc.) to deliver Aadhaar to residents. It is therefore imperative that consistent messages are conveyed across all communications.

For any other information on Aadhaar, training content and Registrar & Enrolments etc. Please check it on website of UIDAI- www.uidai.gov.in

2.2 Target Audience

- Residents at large
- State Government/Registrars
- Enrolling agencies/other stakeholders

2.3 Objectives

The main objectives of Aadhaar campaign is as follows:

- Create awareness amongst the identified target audience about Aadhaar
- Educate all the partners and residents to make them aware of the various usages and benefits, which can be derived from Aadhaar.

2.4 Scope of work for empanelled agencies

2.4.1 Will focus on States/UTs i.e. Punjab, Haryana, Chandigarh Himachal Pradesh and J&K which are within the jurisdiction of this regional office.

2.4.1.1 Prepare complete strategy, creative's and production for all communication channels, including but not limited to:

- Broadcast media: Television, Radio, Print, Internet etc.
- Information sources: Pamphlets, Leaflets, Brochures etc.
- Outdoors: Posters, Handouts, Banners, Hoardings, Display Panels, Standees etc.
- Entertainment: Cinema, Sports, Endorsements.
- Inter-Personal: Audio, Video, Telecom.
- Outreach Programs: Nukad Natak, Direct Mailer etc.

2.4.1.2 The campaign in addition to English/Hindi also will be carried out in local languages for various media as per the requirement of the Regional Office.

2.4.1.3 The agency should have local language experts' professionals in regional languages and dialects i.e. Punjabi, Hindi & Urdu.

2.4.2 Information, Education and Communication (IEC), including but not limited to following activities:

2.4.2.1 Conceptualization, Designing, Scripting and Production of information, Education and Communication (IEC) materials.

- Newspaper
- TV commercials/Radio jingle
- Print advertisement of different sizes and languages
- Short films/documentaries
- Training materials
- Interactive shows
- Internet Advertising
- Other mass media at regional level

2.4.2.2 Developing & Production of creatives for print media advertisement (design, layout, copy writing and colour scheme)

- Digital Media
- Gazette Notification
- Announcement Advertising

- Adaptation of Creative in Regional languages according to regional cultural background
- Translation of printed creative in regional languages

2.4.2.3 Developing & Production of other regional IEC print materials for outdoor publicity like Standees, Brochures, Booklets, Folders, Leaflets, Posters, Calendars, Advertisements in railway reservation tickets, electricity and gas bills, postal stationeries etc.

- Cover design and text layout for printed publicity
- Adaptation of the creative as per local requirements e.g. hoardings, posters, banners, leaflets.

2.4.2.4 Conceptualize, design and production of outdoor material for IEC activities like hoardings, bus/train panels, bus shelters, mobile van, illuminated signage, wall paintings, display panels, other exhibition materials etc.

- Adaptation of creative's for outdoor publicity and exhibition.
- Posters, leaflets, banners, bus panels, hoardings, railways stands and other media (SMS, electricity bills, direct mailers, danglers)

2.4.2.5 Conceptualize and design IEC materials for dissemination of information through innovative mediums like web pages, internet, mobile telephone and interpersonal communication

2.4.2.6 Creation of backdrops and other publicity materials for events, press briefings/conferences, interviews etc.

2.4.2.7 Designing communication materials for Aadhaar events, conferences and exhibitions.

2.5 Other Information

2.5.1 The servicing team of the agency must be available to UIDAI Regional Office Chandigarh within the shortest time as and when required by UIDAI

2.5.2 All advertisements will be released at DAVP/Doordarshan/AIR rates or State Government whichever is lower and applicable

2.5.3 The empanelment shall be initially for Two years from the date of empanelment. UIDAI Regional Office Chandigarh reserves the right to extend the same on yearly basis up to two additional years based on periodic reviews to assess the performance during the specified duration of empanelment

2.5.4 The empanelled agencies should have required permission/license/clearance from the concerned authorities specified by UIDAI Regional Office Chandigarh prior to releasing and publicity material.

SECITON III: ELIGIBILITY CRITERIA

The firm should have provided creative (print + electronic), design, brand management services. It should have provided social media marketing and digital marketing services consistently since past more than one year. Proof of the same may be included in the documents that are to be submitted (as per Annexure) and shown at the time of presentation.

3.1 General Eligibility

The invitation to respond to the RFE is open to registered business entities that have their registered/Head office/Branch office in any of the States/UTs mentioned in 2.4.1 as per INS book. No consortium shall be allowed to apply/participate.

The business entity must be incorporated or registered under any of the following Acts – the Indian Companies Act, 1956 or The partnership Act, 1932 and the Registration of Societies Act. Along with the General Eligibility criteria, Respondent has to satisfy the following qualification criteria for empanelment.

3.2.1 Qualification Criteria*

Criteria	Minimum Qualification
Accreditation The firm/company should have INS accreditation	For last 5 years
Financial Turnover Copy of annual turnover in each of the last 3 financial year and ITR may be attached	Rs. 5 Crore per annum
Office Registered/Head office/Branch office basis on INS handbook	At least one office in any of the States/UTs under the jurisdiction of the Regional office, Chandigarh

3.2.2 Evaluation Criteria

Past Work Three best projects undertaken in last 2 years preferably in social sector/government projects	Minimum score of 4 on the scale of 1 to 10 (10 being the maximum)
Personnel Should have adequate personnel to handle a multi-media campaign. Submit CVs of the project team intended to be deployed	Minimum score of 4 on the scale of 1 to 10 (10 being the maximum)
Translation ability One sample work done in past 2 years: in multiple languages relevant to the RO. Should not be blacklisted in the last 5 years by any Central/State Government/Public Sector undertaking	Minimum score of 4 on the scale of 1 to 10 (10 being the maximum) A Declaration stating that is required signed by authorised signatory of the agency.

*** Please refer annexure II for details**

However, in case the bidder is company registered under the companies act, 1956, it shall be permitted to rely upon the financial strength and experience of its parent company for the purpose of meeting the qualification criteria set out in **para 3.2.1 above**. In such a case, the parent company shall have to give a written undertaking, in the form of a letter on the parent company's letter head and duly signed by authorised signatory, that it would bear all financial or contractual liability of the subsidiary company with regards to this enquiry and that its technical capabilities/resources would be available to the subsidiary company as and when required by UIDAI Regional office, Chandigarh.

3.3 Instructions to Applicants

3.3.1 List of documents to be submitted as part of proposal

1. Covering letter on company's letter head
2. Declaration in the format given in Annexure I
3. Checklist in the format given at Annexure II
4. Any other supporting information that is relevant to proposal

All documents must be properly marked. The proposal should be submitted in one hard copy marked as original.

3.4 Important Dates:

S.No.	Activity	Date
1	Last date for submission of queries on RFE	27 th March, 2015
2	Last date for submission of RFE	1 st April, 2015 by 15:00 Hours
3	Date and Time for opening of RFE	1 st April, 2015 by 15:30 Hours

SECTION IV: EMPANELMENT PROCEDURE

4.1 Award for empanelment

UIDAI Regional Office Chandigarh will sign an empanelment contract agreement with the agencies finalized for empanelment after the due process is completed. After signing of the contract, no variations and modification of the terms of the contract shall be made except by written amendment signed by the parties.

4.2 Allocation of Work

The UIDAI Regional Office Chandigarh will invite bids from empanelled agencies for specific projects. The selection of agencies for these projects will happen on the basis of L1. A separate project contract will be signed for each project. The selected agency shall not further re-assign the project to any other agencies, in whole or in part, to perform its obligation under the project contract. **Empanelment does not guarantee allocation of work.**

SECTION V: GENERAL CONDITIONS

5.1 Cost of Tender

The application complete in all respects, should be submitted along with a demand draft of Rs. 250/- (non-refundable), drawn in favour of 'Drawing and Disbursing Officer, UIDAI, Chandigarh' payable at UIDAI Regional office Chandigarh towards cost of tender document as per specification given in para 3 of RFE.

5.2 Liquidity Damages

During execution of the assigned work, a penalty of 0.5% of the project contract value per day (subject to maximum of 10%) may be imposed by UIDAI Regional office Chandigarh, in case following problems are found.

- Quality of deliverable is not up to the mark. (till the quality is improved to the required extent)
- Delays in deliverables.
- Not assigning adequate resources in time
- Not engaging resources on a dedicated basis, even when required
- Assigning resources that do not meet UIDAI Regional office Chandigarh's requirements
- Inadequate interaction with the UIDAI Regional office Chandigarh.

If the delay is beyond 20 days then UIDAI Regional office Chandigarh may annul the project contract and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. UIDAI Regional office Chandigarh may debar such agency for applying in its future empanelment also.

5.3 Performance Bank Guarantee (PBG)

The successful empanelled agencies shall at their own expense deposit with UIDAI, within a week of the date of notice of empanelment or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) of Rs. 2.5 Lacs from a nationalized bank acceptable to UIDAI payable on demand, for the due performance and fulfilment of the contract, valid beyond three months of the period of empanelment.

SECTION VI: GENERAL TERMS AND CONDITION OF CONTRACT

The following terms and conditions are of general nature, and are given here only for the information of the applicant.

6.1 Nativity

The organization must be registered in India

6.2 Relationship

(a) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the 'UIDAI and 'the applicant. No partnership shall be constituted between UIDAI and the applicant by virtue of this Empanelment nor shall either party have power to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other Empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.

(b) Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for advertising or promotional purpose without first having obtained the other party's prior written approval.

6.3 Right to accept the application

UIDAI reserves the right to accept or reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

6.4 No obligation

Empanelment with UIDAI does not guarantee that any or all applicants shall be awarded any project /assignment as a result of this empanelment.

6.5 Fraud and Corruption

UIDAI will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for the contract in question.

6.6 Confidentiality

Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the applicants who submitted the applications or to other persons not officially concerned with the process. The undue use by any applicant of confidential information related to the process may result in the rejection of his application.

6.7 Governing Language

All contracts and documents shall be written in English Language.

6.8 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

6.9 Legal Jurisdiction

The interpretation validity, and performance of this document, shall be governed in all respects in accordance with the Indian Laws. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh only.

6.10 Frequency of Empanelment Process

UIDAI shall empanel agencies for 2 years. The empanelment duration may be extended further by another 2 years one year at a time, if the UIDAI is satisfied with the services provided by the agencies.

6.11 Advertising and Promotion

The advertisement and marketing material (posts, marketing brochure content on the website emails and postal letters etc.) used by the empanelled agencies shall be in accordance with the guidelines laid down by UIDAI.

6.12 Indemnity

The applicants will indemnify UIDAI against any misuse of UIDAI Name, Brand Name-AADHAAR and Logo. For any misuse of UIDAI name and logo, the applicant themselves will be held responsible. UIDAI will take necessary actions for such cases. UIDAI will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.

6.13 Termination/Withdrawal

- a. Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving one, month advance notice in writing to the other party.
- b. UIDAI reserves the right to withdraw/terminate empanelment of applicant in any of following circumstances:
 - Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
 - Information provided to the UIDAI is found to be incorrect;
 - Empanelment conditions are not met within the specified time period;
 - Misleading claims about the empanelment status are made;
 - Clear evidence is received that empanelled are in breach of copyright;
- c. If the agency does not execute the contract to the satisfaction of the UIDAI then the UIDAI may invoke any to all of the following clauses.

- Forfeit the Performance Guarantee Amount
- Terminate the contract

6.14 Only one application

An applicant may only submit one proposal on its own. If an applicant submits more than one proposal on its own, such proposals shall be disqualified.

6.15 Amendment

At any time prior to deadline for submission of applications, UIDAI may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all applicants.

6.16 Taxes and Duties

The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes, duties except services Tax, as applicable up to the completion of job. Service Tax will be reimbursed on actual basis on production of documents.

6.17 Binding Clause

All decisions taken by the UIDAI regarding this contract shall be final and binding on all concerned parties.

6.18 Agency's Integrity

The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

6.19 Agency's Obligations

- a) The agency is obliged to work closely with the UIDAI's staff, act within its own authority and abide by directives issued by the UIDAI.
- b) The Agency will abide by the job safety measures prevalent in India and will free the UIDAI from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the UIDAI responsible or obligated.
- c) The Agency is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanour.
- d) The Agency will treat as confidential all data and information about the UIDAI, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the UIDAI.

SECTION VII: SPECIFIC TERMS AND CONDITIONS

- 7.1 The agency should be able to execute order at short notices and even on holidays
- 7.2 Agency should have resources with proficiency and proof-reading facilities in all languages mentioned in para 2.4.1.13
- 7.3 For selection of artwork for print media or for preparation of a product for TV, UIDAI Regional Office, Chandigarh will invite concepts from all empanelled agencies and release order will be given to the agency whose design/concept is approved. Artwork submitted for evaluation will not be returned.
- 7.4 Selection of artwork will be entirely on discretion of UIDAI Regional Office, Chandigarh who will not pay charges for submission of artwork or preparation of commercial to any outside agency.
- 7.5 Artwork Commercial once selected will be the property of UIDAI Regional Office, Chandigarh and it can be repeatedly used in different media like print, outdoor, electronic etc without * seeking consent from concerned advertising agencies or paying any commission.

Agency has to provide original soft copy of open file to UIDAI Regional Office, Chandigarh. The agency can't use the concept, artwork, picture, film and jingle for other clients once UIDAI Regional Office, Chandigarh selects it.
- 7.6 UIDAI Regional Office, Chandigarh reserves the right to make necessary modification to the selected artwork, concept, film etc.
- 7.7 Agency will be responsible for transportation of material across locations in the states mentioned in para 2.4.1
- 7.8 Applications received after due date and time or without necessary documents will be rejected.
- 7.9 UIDAI Regional Office, Chandigarh reserves the right for rejection of any/all applications or has empanelment done otherwise without assigning any reason whatsoever. All decision taken by UIDAI Regional Office, Chandigarh would be final and no further representation this regard will be entertained.
- 7.10 UIDAI Regional Office, Chandigarh reserves the right to employ any outside agency also.

ANNEXURE I: DECLARATION (ON THE RESPONDENT'S LETTER HEAD)

DECLARATION

- i. I, ----- (Name & Designation) solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above, is found to be false or fabricated, I may be liable to be debarred from empanelment.
- ii. I permit UIDAI Regional Office, Chandigarh to inspect my records to ascertain the above facts
- iii. I permit UIDAI Regional Office, Chandigarh to cross check the above facts from any other source.
- iv. I or my authorized representative, if required by UIDAI Regional Office, Chandigarh, would make a presentation before Empanelment Committee at my own cost.
- v. I will abide by the decision of UIDAI Regional Office, Chandigarh regarding empanelment.

SIGNATURE

Full name and designation:

Date:

(Seal of organisation)

ANNEXURE II: Qualification Criteria

S No.	Description	Detail						
1	INS accreditation number:	Submit document in support						
2	Financial Turnover as per audited balance sheet duly certified by Chartered Accountant/Statutory Auditors	<table border="1"> <tr> <td>FY 2011-12</td><td>FY 2012-13</td><td>FY 2013-14</td></tr> <tr> <td></td><td></td><td></td></tr> </table> <p>Submit the audited balance sheet</p> <p>(*in case the audited balance sheet not available for FY 2013-14, the empanelled agency is required to submit the same within the two months of the empanelment)</p>	FY 2011-12	FY 2012-13	FY 2013-14			
FY 2011-12	FY 2012-13	FY 2013-14						
3	Head office/Branch office basis on INS handbook	Submit document in support (INS letter etc.) of at least one office in any of the states/UT under the jurisdiction of Regional Office mentioned in para 2.4.1						
4	CVs of Key functionaries. Language skills must be highlighted. (Excluding support & admin. Staff)	Team Leader/Strategic Planner, Creative Director, Manager Client Servicing, Research, Production, language expert & final Delivery, Event Manager, Others						
5	One sample work done in past 2 years in multiple languages relevant to the RO	Submit the relevant case study in any format including all the languages the creative was translated into.						
6	Has the agency been blacklisted in the last 5 years by any Central/State Government/Under taking	Submit the declaration duly signed by authorised signatory of the agency						

ANNEXURE II: contd...

7. Office locations

S No.	Metro City & Other Tier cities	Address

Signature.....

Certified By, in the capacity of.....

Duly authorized to sign Proposal for

And on behalf of.....

Date.....Place.....

ANNEXURE III: CHECKLIST

Description	Detail	Y/N	Reference to page no. of RFE
Eligibility	INS Accreditation		
Documents	Certified Annual TURNOVER OVER Rs. 5 Crore per year for last 3 years, along with ITR.		
	Proof of location in any of the states under the jurisdiction of the regional office, Chandigarh		
	Project team to service UIDAI Regional office Chandigarh		
	Proof of experience of work done in past 2 years in multiple languages relevant to the RO		
	Has the agency been blacklisted in the last 5 years by any Central /State Government/Public sector Undertaking		
	Copy of PAN No		
	Copy of Regn no of agency with the regn authority whether the firm is sole proprietor or partnership, if in partnership, a copy of partnership deed may be attached		
	Whether the RFE has been page marked and signed on each page.		

All documents must be submitted, properly marked and sealed. In case of dispute, content submitted in the proposal submitted as 'Original' shall be binding.

Signature.....

Certified By, in the capacity of.....

Duly authorized to sign Proposal for

And on behalf of.....

Date.....Place.....

ANNEXURE IV:

PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

To

Unique Identification Authority of India

Planning Commission, Government of India

S.C.O 139-141, 3rd floor,

Sector-17 C, Chandigarh-160017

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Planning Commission Government of India, on behalf of the President of India, (hereinafter referred to as the Owner which expression shall unless repugnant to context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at..... (hereinafter referred to as the Contractor which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns), a Contract by issue of Notification of award No.....dated.....and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No.....dated..... Valued at.....for.....(scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs(in words& figures).

We.....(Name & Address of Bank Branch) having its Head office at..... (hereinafter referred to as the Bank which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any terms and conditions contained in the said agreement or by reasons of contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein

contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner, The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the owner or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractors liabilities.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractors(s)/Service Provider(s).

Notwithstanding anything contained hereinabove:

- (1) Our liability under this guarantee is restricted to Rs. (in words & figures).
- (2) This Bank Guarantee will be valid up to..... and
- (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by on or before.....

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Dated.....