



STATE BANK OF INDIA

**REQUEST FOR PROPOSAL
FOR EMPANELMENT OF ENROLMENT AGENCIES FOR
AT STATE BANK OF INDIA CORPORATE CENTRE, STATE BANK BHAVAN, MADAM CAMA ROAD,
MUMBAI – 400 021**

Ref: RB/UID/Tender/2014-15/001

Dated: 26/12/2014

- a) "Registrar" means the registrar with which the selected Bidder signs the Contract for the Services. In this project, the 'Registrar' would mean State Bank of India referred to as "The Bank" in this document.
- b) "Bidder" means any entity that may provide or provides Services to the Registrar under the Contract. In this project, "Bidder" would mean the Enrolment Agency
- c) "Bid" means the Technical Bid or Price Bid (Financial bid) depending on the context in which they are mentioned.
- d) "Instructions to Bidders" (Part 3 of the RFP) means the document which provides interested Bidders with all information needed to prepare their bids. This document also details the process for the selection of the enrolling agencies.
- (e) "Scope of Work" explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Registrar and the Bidder.
- (f) "Bidder" means the entity bidding for the services under the Contract.
- (g) "Resident" means normal resident of India
- (h) "UIDAI" means Unique Identification Authority of India
- (i) "In writing" means communicated in written form with proof of receipt.
- (j) "KYR", Know Your Resident data means data captured during the UID enrolment process by the Enrolment Agencies as mandated by UIDAI

PART 1: INVITATION TO BID

State Bank of India (hereinafter referred to as SBI / the Bank) is a Body Corporate constituted under the State Bank of India Act, 1955. Unique Identification Authority of India, has been created as an attached office under the Planning Commission. UIDAI has appointed the Bank as one of their national level registrars for carrying out Aadhaar enrolments in India.

The Bank intends to prepare a panel of Enrolment Agencies for supporting its Aadhaar enrolment activities. More details of the proposal are furnished in the section of this document titled 'Instructions For Bidders'.

This Request for Proposal (RFP) is being issued to enable eligible Bidders to submit their responses to the Bank for providing the required services as prescribed by UIDAI and the Bank for the SBI Aadhaar project.

The proposal should cover the processes and activities undertaken by the Bidder for conducting UID enrolments for the Bank as Registrar. Details of the scope of work are included later in this document, at **Appendix A**.

The Bidding Document may be downloaded from Bank's website www.statebankofindia.com or www.sbi.co.in. The technical bid will be submitted online as per the details provided later in the document.

- ❖ This 'Invitation to Bid' is non-transferable under any circumstances.
- ❖ A non refundable Bidding Fee of Rs. 10,000/- to be paid by means of a demand draft / pay order favoring ""**State Bank of India**"" payable in Mumbai. Demand Draft/ Pay Order should be submitted separately in a sealed envelope on or before the date and time mentioned in the Schedule of Dates time at the undernoted address :

**General Manager (RB-Outreach),
Rural Business Outreach, State Bank of India Corporate Centre,
State Bank Bhavan, 8th floor, Madam Cama Road, Mumbai – 400 021.**

- ❖ Deposit of Bidding Fee as mentioned above and Earnest Money as specified in this document, is mandatory for participation in the bidding process.
- ❖ Please note to furnish all the required information. Incomplete information may lead to disqualification of the bidder concerned from the bidding process.

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- ❖ Bank reserves the right to change the dates mentioned in the RFP schedule. Changes, if any, will be communicated to the bidders and also published on the Bank's website.
- ❖ The online technical quotation received through e-procurement agency will be opened on the date and time mentioned in Schedule of Dates, at the venue mentioned in the Schedule of Dates.

The Online English Reverse Auction will be conducted by M/s e-procurement agency. Auction website address is as under : <https://sbi.abcpocure.com>

The bidders are requested to note that it is mandatory to have a valid digital certificate issued by any of the valid certifying authority approved by Govt. of India to participate in the online bidding. The bidders are requested to ensure that they have valid digital certificate well in advance or if any assistance is required for the purpose, they may contact the service provider (M/s. e-Procurement Technologies Ltd., Contact Person: Mr.Dharam Rathod (contact no :- 07940230818.) dharam@auctiontiger.net and Mr Anuj Balavia (Contact no:- 07940230814) Anuj@procuretiger.com , Fax. 91-079-40230847

- ❖ Bidders who qualify in technical evaluation by the Bank will be eligible to participate in the Online English Reverse Auction. The eligible vendors will be trained by the e-procurement agency for this purpose, and they will have to abide by the e-business rules framed by the Bank in consultation with the e-procurement agency (**Appendix B**). The date and time of reverse auction, for technically qualified vendors, is scheduled to be held on the date and time mentioned in the Schedule of Dates. However, in case of any change in the schedule date or time, the same will be intimated to the vendors in due course.

Further, please note that the vendor(s) who do not qualify in the technical bid will not be considered for online commercial bid.

SCHEDULE OF DATES

Bid Document Availability	Bidding document can be downloaded from website www.sbi.co.in from 27.12.2014
Pre - bid Meeting at Rural Business Unit, State Bank of India, Corporate Centre, Madame Cama Road Mumbai.	03/01/2015 at 15.00 hrs
Clarifications to queries raised at pre-bid meeting to be provided	05/01/2015
Last Date and Time for receipt of bidding fee and EMD by the Bank	10/01/2015 at 15.00 hrs.
Last Date and Time for Receipt of online technical bids	10/01/2015 at 15.00 hrs.
Date and Time of opening of Technical Bids	12/01/2015 at 15.00 hrs.
Date and time of Online Reverse Auction (e-auction)	19/01/2015 from 11.00 hrs to 15.00 hrs
Date and time of Online Closing Sealed Bid for matching L1	19/01/2015 from 15.00 hrs to 16.00 hrs
Contact Details	
Address for Communication and submission of bid./Venue for Pre-bid meeting.	General Manager (RB Outreach), Rural Business Outreach, State Bank of India, Corporate Centre, 8 th Fl. State Bank Bhavan, Madam Cama Road, Mumbai – 400 021.
Telephone	022-22740990, 022-22742913
All correspondence relating to this RFP should be sent to following email ids	gm.rboutreach@sbi.co.in dgm.dbt@sbi.co.in aravind.vs@sbi.co.in

PART – 2 DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf

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of State Bank of India (Bank), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested eligible parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist in formulation of their proposals. This RFP does not claim to contain all the information that each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in the RFP.

Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until and unless a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder(s).

PART-3: INSTRUCTIONS FOR BIDDERS (IFB)**TABLE OF CLAUSES**

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B. Preparation of Bids		3.4.3 A	Evaluation and Comparison of Price Bids
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3. INSTRUCTIONS FOR BIDDERS (IFB)**A. INTRODUCTION****3.1 GENERAL**

The Government of India (GoI) has rolled out an initiative to provide a Unique Identification (UID) to every resident of India and has constituted the Unique Identification Authority of India (UIDAI) for this purpose. The UID (henceforth referred to as “Aadhaar”) number is envisioned as a means of providing portable identity proof for residents of India, to any agency, anywhere in the country. More details on the UIDAI and the strategy overview are available on the website: <http://www.uidai.gov.in>

The Bank has decided to form a fresh panel of EAs for Aadhaar enrolments in the country. The panel will comprise of upto a maximum number of 10 eligible Enrolling agencies. However, the Bank reserves the right to increase or decrease the number of empanelled members at its sole discretion. Empanelment will be for a period of three years from the date of constitution of the panel subject to the payment of minimum remuneration of Rs.40/- by UIDAI. All the empanelled Enrolling Agencies will be paid compensation at a uniform rate discovered through the proposed bidding process by the Bank.

UIDAI is presently reimbursing an amount at the rate of Rs.40/- per successful enrolment to all the registrars. In the event of discontinuation of such reimbursement or modifications in the reimbursement scheme by UIDAI, the Bank will have the right to dissolve the panel even before expiry of the period of three years stated above.

The Bank invites tenders from the enrolment agencies (EAs) currently empanelled by UIDAI for the UID project as per eligibility criteria mentioned in this document. The EAs empanelled by the Bank will be required to carry out Aadhaar enrolments of residents in compliance with UIDAI specifications, in the areas allocated to them by the Bank.

The Bank as a Registrar desires to promote opening of Aadhaar Enabled Bank Accounts (AEBA) generally in all the areas, and particularly in the unbanked villages under the Bank's Financial Inclusion Plan. EAs will be required to educate the residents about features, formalities and benefits of AEBA. EAs will be required to provide the Aadhaar enrolment form at all the enrolment centres.

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The Bank carries out its operations through 14 Local Head Offices located at Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Chandigarh, Hyderabad, New Delhi, Kolkata, Thiruvananthapuram, Mumbai, Lucknow, Patna, Guwahati and Chennai respectively. The implementation plan, mode of enrolments, identification of beneficiaries and time-lines will depend on the enrolment strategy agreed upon by the Bank's Local Head Offices, respective State Governments and UIDAI Regional Offices. Area allocation to the EAs will be dependent on the implementation plan of the Bank's Local Head Offices.

The Request for Proposal would be conducted in stages, as given below:

- (i) Upload of the Request for Proposal and Scope of Work by the Bank on the Bank's website, Invitation for technical bids from the Enrolment Agencies,
- (ii) Submission of Bidding Fee, and Earnest Money Deposit by the EAs,
- (iii) Submission of online technical bids and indicative price bids by Enrolment Agencies. Please note that the indicative price bids are invited with a limited purpose of gauging the cost implications. They shall not be binding on the Bank or the bidder.
- (iv) Selection of Enrolment Agencies by Bank from among the submitted technical bids for participation in Financial Bid,
- (v) Financial Bid submission through 'Online Reverse Auction' process,
- (vi) Finalization of bid on the basis of Financial bids of the bidders.
- (vii) Signing of Agreements with the empanelled Bidders.

3.1.1 Tenure of Contract

Tenure of the contract has been furnished in the draft agreement placed at **Appendix C**.

3.2. SCOPE OF WORK

The scope of work which explains the objectives, deliverables, activities, tasks to be performed, responsibilities of Registrar and the Bidder is outlined in detail in **Appendix A** of the RFP.

3.3 ELIGIBILITY CRITERIA

The criteria for participation in the RFP are detailed below:

- Bidder should be currently empanelled with UIDAI as either T2 , T3 or T4 under technical capability and F3 and F4 under financial capacity. De-empanelled Companies & Companies

that have not renewed the empanelment for the entire period 2013-2014 will not be eligible to bid.

- The Bidder should have registration/license as per section 7 and 12 of Contract Labour Abolition Act, 1971 and also having necessary registration/license under ESI Act and EPF Act.
- If the bidder is a consortium of firms / organizations, the consortium itself should be empanelled as an EA with UIDAI and satisfy all conditions stated in this section, have a demonstrable past experience of having worked in a multi-state and multi-registrar environment
- The Bidder should not have been blacklisted by any registrar or Central/ State/ UT Government.

(Above Details are MANDATORY and to be included in technical bid. Without the above details, the Bid is liable to be rejected)

B. PREPARATION OF BIDS

3.4 Bid Process

3.4.1 Invitation for Online Technical Bid

- a. List of Bidding documents for Submission by EAs
- b. Bid documents for the online technical bid
- c. Pre-bid meeting for clarifications
- d. Miscellaneous

3.4.2 Technical Bid Evaluation and Results – EAs who qualify in the evaluation of technical bids will qualify for participating in the Financial bid

3.4.3 Financial Bid – This will be done through the Online Reverse Auction.

3.4.4 Award of Bid

3.4.1 Initiation of Online Technical Bid

The Technical Bid consists of the following documents which should be submitted online, except item no. (a):

- a) **Non-Refundable Bidding Fee of Rs.10,000/- and Earnest Money Deposit (EMD) of Rs.One Lac only under cover of Format TB1.** Please note that the separate pay orders for Bidding Fee and EMD should be submitted so as to reach the Bank at the address mentioned in the Schedule of Dates before the time and date mentioned therein for this purpose.

- b) Bid Form as per **Format TB2** completed in accordance with the clauses in the Bid and duly signed by the authorized representative of the Bidder (Board resolution authorizing representative to bid and make commitments on behalf of the Bidder to be attached).
- c) Technical and Functional Specifications (**Format TB3**)
- d) Non-Disclosure Agreement (**Format TB4**)
- e) The Indicative Price Proposal (**Format TB5**), should contain a single sheet on the Bidder's letter head wherein the "All Inclusive Indicative Price" including all taxes, under the signature and seal of the Bidder.
- f) Undertaking to give Performance Bank Guarantee, (to be submitted along with online Technical Bid (**Format TB6**))
- g) The Bidders shall also submit self-attested copies of the following certificates and flag them with the names indicated in the brackets :
 - (i) Copy of the Letter of Empanelment / Registration no issued by UIDAI duly indicating the level and tier as well as the list of States the Bidder is eligible to work in.
 - (ii) Notarized Affidavit stating that EA has not been blacklisted by any Registrar/State/Central government /Union Territory

Non-submission of the above documents will render the bidder disqualified.

Note:

- h) Copy of TB1 together with the pay orders should be submitted to the Bank so as to reach the Bank at the address mentioned in the Schedule of Dates before the time and date mentioned therein for this purpose.
- ❖ Since the tendering process is being carried out via e-Procurement method, it is mandatory for all bidders to have a valid Digital Certificate in the name of the Organization / Company as on the date of submission of technical bids and also on the date of Online Reverse Auction.
- ❖ Participants who do not have a valid Digital Certificate as mentioned above will be unable to submit technical bids online and participate in the commercial bidding process.
- ❖ Necessary and adequate training in the online bidding process will be provided by the authorized eProcurement service provider of the Bank viz. M/s.eProcurement Technologies Ltd.
- ❖ Each page of the documents submitted with the Bids should be signed by the authorized representative of the Bidder and should be stamped with the official stamp of the Bidder.
- ❖ Any Technical Bid not containing the above will be rejected.

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- ❖ The Technical Bid should NOT contain any price information. Such proposal, if received, will be rejected.
- ❖ Indicative Price Bid
 - The “Indicative Price Proposal” should contain a single sheet on the Bidder’s letter head wherein the all inclusive indicative price per successful enrolment comprising the following :
 - (i) **Price inclusive of taxes per successful Aadhaar Generation**

3.4.1.1 Pre-bid meeting for Clarifications-

- (i) A **pre-bid meeting** is scheduled on the date, time and venue mentioned in the Schedule of Dates. Modification in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on the Bank’s website.

3.4.1.2 Miscellaneous

(i) Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

(ii) Amendment of Bidding Document

At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

(iii) Notification of amendments will be advised to the Bidders through mail and announcement on the Bank’s website and will be binding on all Bidders.

(iv) Cost of Bidding

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

(v) Bid Currencies - Bids are to be quoted in Indian Rupees only.

(vi) Earnest Money Deposit (EMD)

- (a) Bidder shall furnish, as part of its bid, the bidding fee and an EMD as mentioned in clause 3.4.1(a).
- (b) The EMD is required to protect the Bank against the risk of Bidder’s misconduct, which

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would warrant the EMD's forfeiture.

- (c) The EMD shall be in the following forms:
- (d) a Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favor of State Bank of India payable at Mumbai.
- (e) Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.
- (f) The EMD of the unsuccessful Bidders shall be returned as early as possible, on completion of selection process and compliance with the internal processes of the Bank.
- (g) The successful Bidder's EMD will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee (**format TB7**) for the mentioned amount.
- (h) The EMD may be forfeited:
 - (i) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP or any extension agreed by the Bidder thereof.
 - (ii) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract;
 - (iii) or in the case of a successful Bidder, if the Bidder fails
 - (a) to participate in Financial Bidding after qualifying in technical bid or does not accept the offer to sign Contract after qualifying in Financial Bid,
 - (b) to furnish Performance Bank Guarantee as mentioned in Clause 3.8 herein.
 - (c) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
 - (d) If the Bid is varied or modified in a manner not acceptable to the Registrar after opening of Bid during the validity period or any extension thereof.
 - (e) If the Bidder tries to influence the evaluation process.
 - (f) If the Bidder with the lowest financial quote (L1) withdraws his Bid during finalisation (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).
 - (g) If the bidder does not comply with the terms of Online Reverse Auction, furnished at Appendix B.

(vii) Period of Validity of Bids

- (a) Bids shall remain valid till the date of expiry of the contract. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.
- (b) In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended to cover the extended period. A Bidder may

refuse the request without forfeiting its EMD.

(viii) Format and signing of the Bid

Each technical bid shall be in 2 parts: (i) Technical Proposal (ii) Indicative Price Proposal

3.4.2 Technical Bid Results and Evaluation

3.4.2.1 Deadline for Submission of Bids

- (i) Bids must be received by the Bank online as per the details furnished in the RFP document, not later than the date & time specified in the “Schedule of Dates” in Invitation to Bid.

3.4.2.2 Late Bids

- (i) Any Bid received after the deadline for submission of Bids prescribed, will be rejected.

3.4.2.3 Modification and Withdrawal of Bids

- i) The Bidder may modify or withdraw its Technical Bid after the Bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- (iii) No Bid may be modified after the deadline for submission of Bids.
- (iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its EMD.

3.4.2.4 Opening and Evaluation of Bids

(1) Opening of Technical Bids by the Bank

- a) Bids would be opened in the presence of Bidders/Authorized representative. Bidder’s will be responsible for ensuring their/representative’s presence at the venue of opening of bids on the date and time advised by the Bank.
- b) The Bidders’ names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening.
- c) Bids (and modifications sent) that are not opened at Bid Opening for any reason shall not be considered further for evaluation, irrespective of the circumstances.

- a) The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b) The Bank will also examine whether the Bid and the Bidder is eligible in terms of Clause 3.3
- c) Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.
- d) The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- e) If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

(3) Technical Evaluation

- a) Only those Bids which have been found to be in conformity with the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids which do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation. The indicative price proposals of bidders whose technical bids are found suitable shall be considered.
- b) The Bank reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the Bidder and witness demos of the system and verify functionalities, response times, etc.
- c) During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.

3.4.3 Financial Bids: Online Reverse Auction

(A) Evaluation and Comparison of Price Bids

3.4.3.1 The bidder shall be responsible for doing the necessary background research to understand each geographical area, terrain, population density, urban-rural percentage as well as the infrastructure requirements.

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3.4.3.2 The bidder shall quote the total cost for providing services as per the **Scope of Work** given in **Appendix A** which shall include the cost for collection of demographic and biometric details of residents as per the requirements of the *State Bank of India* and UIDAI and the cost for providing other additional services specified in the Scope of Work. The total cost quoted shall be inclusive of all expenses like travel and lodging, cost of setting up enrolment centers and mobile units, cost of information, education and communication material and efforts, cost of transferring data to CIDR / State data centre, taxes and duties.

3.4.3.3 Only those Bidders whose bids are found to be technically responsive will be informed of the Date and Time of Reverse Auction.

3.4.3.4 The details of the proposed **e-Procurement as also Business Rule document** for the bidding process is furnished at **Appendix-B**

3.4.3.5 Contacting the Bank - No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

3.4.4 Award of Contract

3.4.4.1 Post-qualification / Identification of L-1

- ❖ Price bidding will be through the process of online reverse auction (e-Auction).
- ❖ All the EAs who participate in the online reverse auction (e-Auction) shall be given an option to match the lowest price discovered through the auction.
- ❖ Upto a maximum of 10 numbers of EAs including the L1 and other EAs who agree to match L1 price, will be listed as L1, L2 .. etc. in the ascending order of the final prices quoted by them in the auction. In case of a tie on price quote following criteria will be used to break the tie in the order in which they are listed:
 - (i) No of Kits deployed as on 30.11.2014(Highest to lowest in that order)
 - (ii) No of certified operators as on 30.11.2014 (Highest to lowest in that order)
 - (iii) No of successful Aadhaar's enrolled by agency (highest to lowest in that order)

3.5 Award Criteria

3.5.1 The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid or matches the lowest evaluated bid.

3.6 Bank's right To Accept Any Bid and to reject any or All Bids.

3.6.1 The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

3.7 Notification of Award

3.7.1 Bidders will be required to comply with the terms and conditions of online reverse auction.

3.7.2 On conclusion of the reverse auction process and receipt of required documentation from the bidders, the Bank will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.

3.7.3 The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within the period which will be communicated to Bidders by the Bank.

3.7.4 Upon notification of award to the L1 Bidder and other bidders who give consent to match L1 price, the Bank will discharge EMD of the bidders who do not qualify for empanelment by the Bank.

3.7.5 The Bank shall issue a Letter of Intent to the selected Bidder(s).

3.7.6 The Bidders will sign the contract as per the standard form of contract prescribed by the Bank (specimen furnished at **Appendix C**) within the timeframe specified in the letter of intent. Cost of stamp, duty, legal charges, etc will be borne by the bidder.

3.8 Performance Bank Guarantee:

3.8.1 The selected Bidder shall be required to furnish a Performance Bank Guarantee (to be submitted on acceptance of Letter of Intent, Format **TB7**) for **Rs.10 Lac**, in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India, other than State Bank of India or its Associate Banks, in favour of *State Bank of India* for the entire period of contract with additional 90 days claim period. The bank guarantee must be submitted after award of contract but before signing of contract.

The successful bidder will have to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Bank Guarantee would

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be returned on the expiry of the contract and the claim period of 90 days thereafter and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract.

On submission of this performance guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original to the bidder concerned. Empanelment of the successful bidder will be confirmed only after receipt of the Performance Bank Guarantee, by the Bank, within the timeframe stipulated by the Bank in the Letter of Intent.

3.8.2 Failure of the successful Bidder to comply with the requirement of Clause 3.7.1, 3.7.3 or Clause 3.8.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

3.8.3 The Bank reserves the right either to invoke the Performance Bank Guarantee or to cancel the empanelment or both if the Bidder fails to meet the terms of this RFP or contracts entered into with them

3.9 Miscellaneous

3.9.1 The selected Bidder should appoint a Single Point of Contact (SPOC) at various hierarchies for placing of order, liaisoning with other agencies.

3.9.2 Notwithstanding the duration of the contract stated, the Bank, without prejudice or liability, reserves the right to terminate the contract for the time period beyond March 31, 2015, in the event necessary approvals for continuation of enrolment are not available to the Bank or the UIDAI stops reimbursement of Rs 40 per successful enrolment to the Bank.

Note: Notwithstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.

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BID FORM AND OTHER FORMATS (BF)**INDEX****I. LIST OF ANNEXURES**

Annexure No	Topic
TB1	Bidding Fee
TB2	Bid Form (Technical)
TB3	Technical and Functional Specifications
TB4	Non-Disclosure Agreement
TB5	Indicative Price/Bid Proposal
TB6	Undertaking to provide Performance Bank Guarantee
TB7	Performance Bank Guarantee

II. LIST OF APPENDEX

Appendix No	Topic
A	Scope of Work
B	Business Rules & Terms and Conditions of Reverse Auction together with Annexures I,II,III
C	Draft Agreement

ANNEXURE TB1**BID FEE & EARNEST MONEY DEPOSIT**

Reference No:

Date :.....

To:

Dy.General Manager (DBT),
Rural Business Outreach,
State Bank of India, Corporate Centre,
State Bank Bhavan, Madam Cama Road,
Mumbai – 400 021.

Dear Sir,

Ref: RFP for EMPANELMENT of EAs for SBI-AADHAAR PROJECT

We have examined the RFP document prepared by State Bank of India for empanelment of EAs for the SBI-Aadhaar project. We wish to inform you of our decision to participate in the technical bid process. In view of the above, we submit the following documents as per the terms of the bidding process:

- 1) Non-refundable Bidding Fee of Rs. 10,000/- (Rs Ten Thousand only)

Details:

Issuing Bank	Date	Number

- 2) Deposit of Earnest Money of Rs. 1,00,000/- (Rs One Lakh only)

Details:

Issuing Bank	Date	Number

Yours faithfully,

Duly authorised to sign Bid for and on behalf of

ANNEXURE TB2

BID FORM (TECHNICAL BID)

Reference No:

Date :.....

To:

General Manager (RB-Outreach),
Rural Business–Non Farm department, Rural Business Group,
State Bank of India, Corporate Centre,
State Bank Bhavan, Madam Cama Road,
Mumbai – 400 021.

Dear Sir,

Ref: RFP for EMPANELMENT of EAs for SBI-AADHAAR PROJECT

We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions furnished by the Bank and we offer our services as an Enrolment Agency, as per the terms and conditions and technical specifications spelt out in the RFP.

We have accordingly submitted the required Bidding fees and Earnest Money Deposit under cover of our Letter No _____ dated _____ enclosing the drafts/Pay Orders for the respective amounts prescribed in the RFP document.

We hereby submit our Technical bid as under. In the event of our qualification post evaluation of the technical bids by the Bank, we hereby undertake to participate in the commercial bidding through online reverse auction to be conducted by the Bank's authorized service provider, on the date advised to us.

2. While submitting this bid, we certify that:

- The undersigned is authorized to sign on behalf of the <Bidder> and the necessary support document delegating this authority is enclosed to this letter.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.

3. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

4. We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid and forfeit the Bidding Fee and the EMD.

Dated this day of 2014

(Signature)

(Name)

(In the capacity of)

SBI AADHAAR PROJECT

Duly authorised to sign Bid for and on behalf of

Enclosures

(i) Board Resolution authorizing the signatory to bid and make commitments on behalf of the bidder.

ANNEXURE TB3

TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)

SBI AADHAAR PROJECT

All the provisions listed out in the Request for Empanelment (RFE) issued by the UIDAI and Terms & Conditions of Empanelment shall be binding upon the participating bidders of this RFP.

PART I - About the Company

A. Company Profile	
Name of company	
Constitution	
Registered Address	
Address for Communication in respect of RFP	
Contact person	
B. Management Profile	Name, designation, contact details of key personnel
C. Man power– Technical & administrative staff	
D. Previous experience in handling UID enrolments and biometric activities.	
E. UIDAI Categorization details Technical capability categorization Financial Capacity categorization	
F. Whether Pan India permission for UIDAI enrollments G. If not All India, list the names of states for which UIDAI has permitted UID enrolments	
H. Whether the Bidder is a single entity or a consortium of firms	
I. Whether the bidder has been blacklisted by any Registrar/State/Central Govt/UT for UID enrolments	
J. Sales Tax Registration No (Photocopy of Registration Certificate to be enclosed)	
K. Central Sales Tax Number	
L. PAN Number	
M. TAN Number	

Status Regarding Eligibility Criteria (Data As On 30.11.2014)

PART II - Operational Capability (Supporting Documents to be provided . Data to corroborate with UIDAI source. Data as on 31.10.14 to be provided wherever data of 30.11.14 is not available)

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SBI AADHAAR PROJECT

i) Date of empanelment of EA with UIDAI

ii) Please furnish names of the states in which you are willing to take up enrolments

iii) Villages, Districts covered for UID enrolments (No., No.)

iv) No. of Other Registrars who have engaged EA

v) As per (iv), Names of the Registrars

vi) Total Aadhaar Enrolments from date of empanelment till **30.11.2014**

vii) Of (vi), Total Aadhaar successfully generated

viii) **Total Aadhaar Enrolments from 01.04.2013 till 30.11.2014**

ix) Of (viii), Total Aadhaar successfully generated

x) Of (viii) Demographic Error %

xi) Of (viii) Biometric Error %

xii)) Of (viii) Photo of Photo Error %

xiii) Of (viii) total packets pending for upload to CIDR

xiv) Total No of kits deployed by EA

xv) No of trained personnel/supervisors

xvi) No of certified/trained operators

xvii) No of operators suspended till date from beginning

Operational capability – give state wise details					
State where EA is working for UID project	Enrolment stations		Operators	Supervisors	Verifiers
	Urban	Rural			
<u>State 1</u>					
<u>State n</u>					

- Is your entire infrastructure complaint with UIDAI standards? **Yes/ No**

- Data storage Centres
 - Location _____
 - owned/outsourced
 - if outsourced, residual period of arrangement _____
 - ratings (as per the standards of UIDAI)

- DR set up/BCP Do you have a disaster recovery site in place? **Yes / No**

- Lead time to ramp up 50 enrolment stations (week(s)) _____

- Availability of call centres to address customer queries : Yes / No

- No of Documents pending for upload to DMS from 01.04.2013 to 30.11.2014 (number)
- . Of which,

- Pendency is > 5 days to <30 days _____
- Pendency is >30 days _____
- Reasons for pendency _____
- Whether DMS activity is documented internally by EA (collecting receipt from HP and Registrar and recording internally, etc)

- *Experience Certificate from Registrar for whom the EA worked in the past (preferably Banks) to be enclosed.*

Dated this _____ day of _____ 2014 at _____
(month) (place)

For and on behalf of _____

Name :
Designation:
Place:

Signature:

ANNEXURE TB4**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at Mumbai between:

_____ constituted under the _____ Act, _____ having its Corporate Centre at _____ (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And

_____ (hereinafter referred to as "_____") which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. _____ is carrying on business of providing _____, has agreed to _____ for the Bank and other related tasks.
2. For purposes of advancing their business relationship as per the agreement dated _____ between the Parties (herein after referred to as "contact"), the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**1. Confidential Information and Confidential Materials :**

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party

from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Receiving Party appoints any Sub-Contractor then the Receiving Party may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Disclosing Party an undertaking in similar terms to the provisions of this clause.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose may include:

(1) the statutory auditors of the Customer and

(2) authorities under applicable law and regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof

(c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement

(d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

(e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential

Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Each Party agrees to indemnify the other against loss suffered due to breach of this agreement and undertakes to make good the financial loss suffered directly or indirectly by claims brought about by third parties.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- a. Suspension of access privileges
- b. Change of personnel assigned to the job
- c. Financial liability for actual, consequential or incidental damages
- d. Termination of Contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained in memory of the person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the

SBI AADHAAR PROJECT

Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

ANNEXURE TB5

INDICATIVE PRICE PROPOSAL
(to be included in Indicative Price Proposal Envelope)

To:

SBI AADHAAR PROJECT

General Manager (RB-Outreach),
Rural Business Outreach,
State Bank of India, Corporate Centre,
State Bank Bhavan, Madam Cama Road,
Mumbai – 400 021.

Dear Sir,

Reg.: SBI - AADHAAR PROJECT: Indicative Price Proposal

Ref: RFP No. dated

~~~~~

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Price Bid of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) per successful Aadhaar enrolment and support activities/deliverables as advised by the Bank as mentioned in the above mentioned RFP. The above mentioned price is inclusive of all taxes/octroi.

Dated this ..... day of ..... 2014

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**FORMAT TB6**

**Undertaking to provide Performance Bank Guarantee**

**(UNDERTAKING TO BE GIVEN BY THE BIDDER ON THE OFFICIAL LETTER HEAD)**

To,

General Manager (RB-Outreach)  
Rural Business Deptt.  
State Bank of India, Corporate Centre, State Bank Bhavan, 8<sup>th</sup> floor,  
Madam Cama Road, Mumbai – 400 021

Dear Sir,

**SBI AADHAAR PROJECT**

In response to Request for Proposal, reference number RBU/UID/Tender/2014-15/001 issued by State Bank of India (SBI), we hereby covenant, warrant and confirm as follows:

- 1. Agreement with RFP terms and conditions:** We hereby agree to comply with all the terms and conditions/stipulations as contained in the RFP, the related addendums, appendices and other documents including the changes, if any, made to the original tender documents issued by SBI, provided however that only the list of deviations furnished by us which are expressly accepted by SBI and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. SBI is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and SBI's decision not to accept any such extraneous conditions and deviations will be final and binding on us.
  
- 2. Performance Bank Guarantee:** We hereby undertake to submit the Performance Bank Guarantee as per the RFP document in the event of we being selected for implementing the project. (Please refer to Annexure Format TB7)

Yours faithfully,

**Sign, Designation and Company seal**



**FORMAT TB7****Performance Bank Guarantee**

To,

General Manager (RB-Outreach),  
Rural Business Deptt.  
State Bank of India Corporate Centre, State Bank Bhavan, 8<sup>th</sup> floor,  
Madam Cama Road, Mumbai – 400 021

Dear Sir,

**PERFORMANCE BANK GUARANTEE – SBI –AADHAAR Project**

WHEREAS M/s. (name of Enrolment Agency), a company incorporated under the Companies Act, 2013, or under any other Companies Act which prevailed earlier, having its registered and corporate office at (address of the Enrolment Agency), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into an Agreement dated.....(hereinafter, referred to as “the said Agreement”) with you (State Bank of India, Rural Business–Outreach department, Rural Business Group, State Bank of India Corporate Centre, Madam Cama Road, Mumbai – 400 021) for SBI-Aadhaar project as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (...) of the said Agreement, our constituent is required to furnish a Bank guarantee for an amount Rs..... (In words and figures), being of the contract value of Rs..... (In words and figures), as per the said agreement, as security against breach /default/ non-performance of the said agreement by our Constituent. In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

I. In the event of our constituent committing any breach/default of the said agreement, including inability of the solution provided to attain the performance criteria stipulated in the Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs..... (In words and figures) without any demur.

II. Notwithstanding anything to the contrary, as contained in the said agreement, we agree that your decision as to whether our constituent has made any such default/s/breach/es, as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this performance bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

## SBI AADHAAR PROJECT

III. This Performance Bank Guarantee shall continue and hold good till the completion of the warranty period for the SBI-Aadhaar project i.e. (.....date), subject to the terms and conditions in the said Agreement.

IV. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Purchase Agreement until the completion of the warranty period for the IPH solution as per the said Agreement.

V. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this Guarantee and we have an obligation to honour the same without demur.

VI. In order to give full effect to the Guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.

VII. We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, rights and relief, as provided in the said Agreement.

VIII. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of our constituent under intimation to you (State Bank of India).

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you. Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs..... (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the afore-said date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our Bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this Guarantee under the power of Attorney issued by the Bank in his/their favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence of facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this Guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this Guarantee.

Notwithstanding anything contained herein our liability under this Performance Bank Guarantee shall not exceed Rs..... (In words and figures);

This Performance Bank Guarantee shall be valid only up to.....(date 3 months after the expiry of contracted period) and we are liable to pay guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before .....(date).

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above mentioned period, subject to the terms and conditions contained herein, it shall be automatically cancelled.

Dated.....this.....day.....2014 .

Yours faithfully,

For and on behalf of the .....Bank,

(Signature)

Designation

(Address of the Bank)

**Important Note:**

- 1) This guarantee will attract stamp duty as a security bond.
- 2) A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.