

GOVERNMENT OF INDIA
PLANNING COMMISSION
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
REGIONAL OFFICE, MUMBAI

TENDER DOCUMENT

For providing Rental Vehicle services on Daily basis
To the Unique Identification Authority of India
By a reputed Vehicle service provider

Date of issue of Tender Document :
Last Date & Time for submission of Tender Document : 16.07.2012 (upto 1500 hrs.)
Last date for pre-bid clarification : 12.07.2012
Date and time for opening of Tender Document
Technical Bid : 16.07.2012 15.30 hrs.
Financial Bid of eligible Tenderers : Will be informed later

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No. File No. 4/11/2012-Admin - III
Government of India
Planning Commission
Unique Identification Authority of India
Regional Office

7th Floor, MTNL Exchange Building,
G.D. Somani Marg, Cuffe Parade,
Mumbai - 400005,
June 2012

TENDER NOTICE

1. Sealed tenders are invited under Two Bid System i.e. (Part-I Technical Bid and Part-II Financial Bid) from reputed, experienced and financially sound Vehicle service providers to provide rental Vehicles on Daily basis to UIDAI Regional Office at Mumbai. The contract will be for a period of one year and extendable upto two years and is likely to commence from 01st August, 2012. The quantum of requirement of vehicles may fluctuate during the period of contract.
2. The tender document can be downloaded from the website of UIDAI at <http://uidai.gov.in> Those who download the tender document from website should enclose an additional DD for Rs 500/- in favour of DDO, UIDAI, Regional Office, Mumbai.
3. The interested Agency may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 50,000 (Rupees Fifty Thousand only) refundable without interest, in the form of demand draft / Pay Order drawn in favour of DDO, UIDAI, Regional Office, Mumbai up to 1500 hours on 16th July 2012 in the tender box kept at the Reception of UIDAI, 7th Floor, MTNL Exchange Building, Cuffe Parade, Mumbai-400005. The tenders after beyond the stipulated date and time will not be accepted under any circumstances whatsoever.
4. The Technical bid shall be opened on the same day at 1530 hours in the conference room of office of UIDAI, 7th Floor, MTNL Exchange Building, Cuffe Parade, Mumbai-400005 in the presence of the representative of firms who wish to be present. At the first instance the technical bids shall be analyzed by a technical committee constituted for the purpose. At the second stage financial bid of only technically acceptable offers shall be opened at a later date. The scheduled time and venue for opening the financial bids will be communicated to only those firms / agencies whose technical bids are found in order.
5. The UIDAI reserves the right to cancel the tender at any time or amend / withdraw any of the terms and conditions contained in the Tender Document without assigning any reason, thereof.

A. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. Regional Office, Unique Identification Authority of India (UIDAI), Mumbai requires the services of reputed well established and financially sound Vehicle service provider Company / Firm / Agency (hereinafter referred to as Agency) to provide rental commercial Vehicle services for its office at Mumbai.
2. Bidders are advised to study the bid document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of all instructions, eligibility, forms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in the rejection of the bid.
3. The contract will be for a period of one year and extendable upto two years and is likely to commence from the date of 01.08.2012. The UIDAI, however, reserves right to terminate/curtail the contract at any time after giving one week's notice to the selected service providing Agency without assigning any reason.
4. The various crucial dates relating to "Tender for providing Vehicle services to UIDAI" are cited as under:

- | | |
|--|--|
| a) Date of issue of Tender Document | : |
| b) Last date and time for submission of Tender Document | : Up to 1500 hours on 16 th July 2012 |
| c) Last date for receiving written queries for Clarification on the bid document | : Up to 12 th July 2012 |
| d) Release of responses to clarification* | : |
| e) Date and time for opening of | |
| i) Technical Bid | : At 1530 hours on 16 th July 2012 |
| ii) Financial Bid | : At later stage |

(*As the responses as mentioned in (d) will be released on e-mail, bidders are required to provide the necessary information for communication and check the website www.uidai.gov.in).

5. Bid Submission

- (a) The Bid must be submitted in three separate inner covers, which should be addressed to Shri K. Suryakrishnamurthy, Deputy Director, Regional Office, 7th Floor, MTNL Exchange Building, Cuffe Parade, Mumbai-400005. These covers should be superscripted as under and should be sealed separately.

EN-01- "Tender for hiring of Vehicle services to UIDAI - EMD"

EN-02 - "Tender for hiring of Vehicle services to UIDAI - Technical Bid" as per Annexure-A.

EN-03 - "Tender for hiring of Vehicle services to UIDAI - Financial Bid" as per Annexure-B.

* The Envelop EN-01 must contain demand draft for EMD.

* The envelope EN-02 must also contain the document in support of the Technical/eligibility criteria as mentioned above. The technical bid should be submitted in form given in

Annexure-A along with registration particulars, copy of PAN issued in favour of the firm, full details of the number of Vehicles registered in the name of the bidder or his firm with photo copies of RCs and any other information sought for in the last section of the Annexure-A.

* The envelop EN-03 must contain the financial bid as per Annexure-B.

The price quoted shall be firm and final for the entire contract period.

The outer cover in which these three sealed covers are placed should be superscripted " Tender for hiring of Vehicle services to UIDAI" due on 16.07.2012 at 1500 hrs and addressed to :

Shri. K. Suryakrishnamurty

Deputy Director,

Regional Office, Unique Identification Authority of India

7th Floor, MTNL Exchange

Cuffe Parade, Mumbai-400005.

(b) The offers submitted by telex/telegram/fax/email or any manner other than specified above shall not be considered. No correspondence will be entertained in this matter.

6. Earnest Money Deposit

The bidder should deposit Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty thousand only) refundable in the form of Demand Draft/Pay order issued by a Scheduled Bank payable to **DDO, UIDAI, Regional Office, Mumbai**. The bid without EMD shall be rejected and no Correspondence will be entertained on this subject.

7. Bid Validity

The bids shall be valid for a period of one year from the date of opening of the tenders.

8. Bank Guarantee

The Successful tenderer will have to deposit Performance Security Deposit (Proforma attached as Annexure-D) of Rs.20000/- in the form of A/c Payee demand draft or bank guarantee issued by a Scheduled Bank or Fixed Deposit Receipt (FDR) made in the name of the Agency but hypothecated to the UIDAI, Regional Office, Mumbai covering the period of contract. The performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the firms. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful tenderer for a further period of sixty days beyond the date of completion of the extended contract.

9. Signing of Bid

Individual signing the bid or other documents connected with contract must specify whether he signs as:

(i) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.

(ii) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

- (iii) Director or principal office duly authorized by the Board Directors of the Company, if it is a Company.
- (iv) In case of partnership firms, a copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the eligibility bid.
- (v) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
- (vi) A person signing the bid form or any documents forming part of the bid on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, UIDAI may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (vii) The bidder should sign and affix his/his firm's stamp at each page of the bid and all its Annexure.
10. The tendering Agency is required to enclose duly attested photo copies of the following documents along with the Technical Bid.
- a) Registration Certificate as tour/Vehicle service operator.
 - b) Copy of PAN card.
 - c) Copy of the IT return filed for the last three financial years; i.e. 2008-09, 2009-10, 2010-11.
 - d) Copy of the Service Tax Registration certificate / Proof of payment of Vehicle tax and insurance.
 - e) Proof of the service tax paid during last three financial years.
 - f) Copies of at least 2 contracts awarded by the Central Government/State Government/PSUs/Bank/reputed private firms during last three years to be reckoned w.e.f. tender opening date.
 - g) Certified copy of banker certificate A/C maintenance for last three financial years.
 - h) Copy of the Profit and Loss statement of last three financial years i.e. 2008-09, 2009-10 and 2010-11 duly certified by Chartered Accountant in support of turnover.
11. Conditional bids shall not be considered will be rejected outright in very first instance.
12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In no case should there be any change in the format of the financial bid. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be attested by the person authorized to sign the tender bids.
13. It is to be ensured that the complete information as required by this office may be furnished by the bidders in the prescribed format. Formats submitted with incomplete information and not confirming to the requirements are liable to be rejected.

14. Each page of the tender should be signed by the tenderer or by his authorized signatories with seal of the agency.
15. The Technical bid shall be opened on the scheduled date and time (At 1530hrs on 16th July , 2012), in the conference room of office of Regional Office ,UIDAI, 7th Floor, MTNL Exchange Building, Cuffe Parade, Mumbai-400005, in the presence of the representatives of the Agency, if any, who wish to be present at the time of opening the tender.
16. The Financial Bid of only those tenderers will be opened who will qualify pre-bid technical qualification. The scheduled time and venue etc. will be communicated to only those agencies whose technical bids are found in order.
17. At any time prior to the last date for receipt of bids, UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder modify the Tender Document by an amendment. The amendment will be notified on UIDAI website and will be binding on the prospective bidders. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, UIDAI may, at its discretion , extend the last date for the receipt of Bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval shall result in forfeiture of Bidder's EMD.
18. The UIDAI reserves the right to cancel all bids without assigning any reason.
19. The successful tenderer will be informed of the acceptance of their tender by registered post.
20. If L2 or L3 accepts the rates quoted by the L1, then L2 or L3 will be empanelled for the additional requirement in case L1 is unable to provide the additional vehicles requisitioned.

B. TECHNICAL BID QUALIFICATION CRITERIA

The tendering Agency must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid described in detail in Section D & E.

1. The Registered Office of the Agency should be located in Mumbai. An attested copy of the registration certificate of offices in Mumbai shall be enclosed.
2. In case of partnership firms, a copy of the partnership agreement, or general power of Attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
3. The Agency must have a minimum of three year experience in supplying Vehicles to reputed private companies/Public Sector Companies/Banks/Central and State Government Departments. Proof of atleast two (2) contracts relating to supplying of Vehicle services to Central Government/State Governments/PSUs/Bank/reputed private firms in last three years along with attested copies of the supply order.

4. The Agency should have had a minimum annual turnover of Rs. 50 lac each year during last three financial years i.e. 2008-09, 2009-10 and 2010-11. A copy of profit and loss statement duly certified by the C.A in support of turnover must be enclosed with the tender document.
5. The Agency should have its own Bank Account. Certified copy of the account maintenance for the last three years issued by the Bank shall be enclosed.
6. Certified Copy of the PAN card shall be attached with the Bid document.
7. The Agency (not individual) should be registered with Service Tax departments. Certified copy of the registration shall be attached with the Bid document.
8. The Agency must have a minimum of 10 small, mid or/and large segment fleet of commercial Vehicle cars registered in its name/in the name of business associates in Mumbai. A list of such vehicles with registration details should be attached with the bid. The list should also indicate the date of registration of the car. It should be mentioned in the technical bid that, on signing of the contract, cars with a Registration Date not earlier than 2011 will be provided to the office.
9. The agency must attach proof of successful and satisfaction completion of atleast four contracts/works each amounting to atleast Rs. 25.00 Lakh or 2 work amounting to Rs. 50 Lakh each or 1 work amounting to Rs. 1Crore during the last five years from the tender opening date. The certificate should be from prominent organizations (Government organizations/PSUs/Banks/reputed private firms).

C. CRITERIA FOR EVALUATION OF TENDER

- a. EN-01 is the first envelope to be opened on the specified date and time in the presence of bidder's representatives (one from each bidder). EN-02 of only those bidders whose EMD is in order shall be opened in the same session. Bids not accompanied by the prescribed EMD will not be considered.
- b. The contents of EN-02 (bidder's eligibility) shall be passed on to a duly constituted Technical Evaluation Committee (TEC) for evaluation. The TEC would scrutinize the bids with respect to the eligibility conditions specified in the tender document, may call for additional information from the bidders or may visit the bidders' offices for verification. Additional information if called for must be submitted in the time period given by the TEC failing which the bid shall be rejected.
- c. EN-03 Financial bid shall be opened only for the technically accepted bidders on a date and time duly notified and in the presence of the bidders' representatives. The rates quoted by various bidders shall be read out in this session if so desired by the representatives. The financial bids shall be evaluated by a duly constituted Financial Evaluation Committee (FEC).
- d. In order to have a single rate index for evaluating and comparing the tenders of different tenders for different categories of vehicles, the UIDAI has assigned weightages to each category on the basis of the estimation of the share of the vehicles required in each category and other parameters. Accordingly the following formula will be used to arrive at a single figure.

Over-all Consolidated Rate Index

At this stage the average rates for each category shall be used to compute the aggregate index for all categories. The formulas for this one will be as below:

$$M1 = 0.5*(DH1*(0.05) +DH2*(0.5) +DH3*(0.4) +DH4*(0.05))$$

$$M2 = 0.5*(DF1*(0.05) +DF2*(0.5) +DF3*(0.4) +DF4*(0.05))$$

$$DF1/DF2/DF3=a+2b+20c \quad DH1/DH2/DH3=d+2e+20f$$

DH1/DF1 = Half Day / Full Day Rate for Category 1

DH2/DF2= Half Day / Full Day Rate for Category 2,

DH3/DF3 = Half Day / Full Day Rate for Category 3,

DH4/DF4= Half Day / Full Day Rate for Category 4 (Innova)

And * is used as the symbol for multiplication:

$$\text{Over-all Consolidated Rate for evaluation } M=M1 + M2$$

The contract shall commence from the date of consent of the firm to the terms and conditions. To begin with, the contract will be for one year, extendable up-to two years if performance/service is found satisfactory on review after one year. The contract so awarded can be terminated by the Office of the Unique Identification Authority of India at any time with one weeks notice without assigning any reasons thereof.

Compensation/Recovery clause on account of variation in fuel prices:

To take care of price variation in fuel (diesel/petrol/CNG) the price compensation/recovery will be as per following formula: % compensation/recovery=(F1/F0-1)*100*0.35

1. Where F1 is the minimum price of petrol/diesel/CNG cost during the month to which the bill will relate.
2. F0 is petrol/diesel/CNG cost as on the Tender opening date
3. -/+ indicates recovery and compensation respectively.
4. % compensation/recovery will be on the accepted rate for various category of vehicles indicated in Schedule A.

10	Financial turnover of the Agency for the last 3 Financial Years	Attach last three years of financial statement duly certified by the CA and copy of the Agency's IT return of last three years
11	Number of Vehicles registered with the agency	Attach list of vehicles with the RC number and date to indicate less than 2 year old vehicles Attach list of vehicles with fuel to be used
12	Details of major contracts handled in last three years	Attach in Annexure-C
13	Certificate of satisfactory performance from the organization to whom the service was provided	Attach attested copies of the appreciation letters from the organizations to whom service was provided.

Signature of authorized person

Date:

Name:

Place:

Seal:

DECLARATION

1. I, _____ Son/Daughter/Wife of Shri _____ Proprietor/Director/authorized signatory of the Agency mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Date:

Place:

E. PROFORMA FOR FINANCIAL BID – ANNEXURE B

Name of the Agency:

SCHEDULE A: Daily Option:

Rate (all inclusive including all taxes and levies except service tax & parking charges) for Vehicles as indicated below.

Category	Make		Rate for full day (12 hrs and 120 kms) (In Rs per day)	Extra Hr Rate EHR	Extra Km Rate EKMR		Rate for Half day (04 hrs and 40 kms) (In Rs per day)	Extra Hr Rate	Extra Km Rate
			a	b	c		d	e	f
1	WagonR, Santro, Indica and Equivalent	DF1				DH1			
2	Swift Dzire VDI/VXI or Indigo XL DICOR or Toyota Etios / Mahindra Logan	DF2				DH2			
3	Honda City or SX 4 or Equivalent	DF3				DH3			
4	Toyota Innova or Equivalent	DF4				DH4			

Rates for extra hours and extra kms may be quoted for each category.

Signature of Tenderer: _____

(with stamps of the firm)

Name of Authorized Signatory _____

Seal:

F. TERMS AND CONDITIONS:

General

1. The contract will be for a period of one year and extendable upto two years and is likely to commence from 01.08.2012/the date of signing of the agreement. Any further extension (beyond 2 years) can be considered on mutually agreed terms and condition. The UIDAI, however reserves the right to terminate/curtail the contract at any time after giving one week's notice without assigning any reason.
2. Vehicles supplied should be fitted with all modern features.
3. Vehicles supplied should be new/not more than 2 year old as on date of contract. The firm should specify the details of such vehicles enclosing copies of their RC. The successful firm should ensure that only such Vehicles of make and vintage as indicated in the Agreement are deputed in this office. In case, such vehicles are not deputed, this office will hire such vehicles at the risk and cost of the supplier.
4. The vehicles must be comprehensively insured.
5. The vehicles will have to be fitted/provided with the following additional accessories/utilities.
 - a) Clean Seat Covers and towels
 - b) Quality radio music system
 - c) Reading lamp
 - d) Car perfume
 - e) Mobile charger
 - f) Seat Belts (Front & Rear)
 - g) Umbrella during Monsoon
6. Only such Vehicle Operators may apply whose Vehicles have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises/Garage/Stand from where such Vehicles are to be operated and can be requisitioned by the Office of the Unique Identification Authority of India.
7. The firm should ensure that the drivers employed hold valid driving license, are well trained, well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
8. Each driver employed by the firm must have a cell-phone duly activated.
9. Declaration from the transporter on their letter-head stating that the drivers provided are of Good Character, vetted by police for security, have valid driving license and are aware of the roads of Mumbai will be provided to the Office of the Unique Identification Authority of India.
10. The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
11. The firm should have a provision to take bookings 24x7 and vehicle should be provided at 3 hours notice.
12. The firm should be experienced in providing fleets for events, delegations, meetings and conferences etc.

13. "Full Day" would imply a run of the Vehicle for a minimum distance of 120 kilometers and 12 hours duration, whichever is early. "Half Day" would imply a run of the Vehicle for a minimum distance of 40 kilometers and 4 hours duration, whichever is early.
14. Rates once finalized will be fixed at least for a period of one year and extendable upto two years and used as base rate in case of Upward/downward change in fuel prices.
15. Any complaint from the users regarding poor upkeep, maintenance, non availability of above accessories or any misbehavior of the driver would attract a cut from the bill for that day(s) on pro rata basis @ 25% in the first instance, 50% in the second instance and removal of driver and/or vehicle from the fleet on the third instance either from per day rate or on pro rata basis.
16. The time and mileage shall be taken in to account from the reporting time at the appointed place (both at the time of reporting and closing). There will be no dead mileage. In other words to and fro journeys from the Vehicle stand to the reporting place and releasing place to Vehicle stand will not be counted for computing the mileage or time.
17. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the firm to provide a substitute vehicle which is of similar make as replacement immediately.
18. The liability of the UIDAI will be limited to the hiring charges agreed in the contract.
19. No additional terms & conditions over and above the conditions stipulated above shall be entertained by UIDAI.
20. While the Office of the Unique Identification Authority of India has a regular requirement for hiring Vehicles, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The office will also reserve the right to hire Vehicles from any other provider of such services even during the period of contract.
21. For all purposes of the contract including arbitration there under, the contractor shall in the event of change of address notify by a separate letter sent by registered post with acknowledgement due to the Office of the Unique Identification Authority of India regarding the change. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
22. In case of breach of any terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the Security Deposit in the form of Performance Bank Guarantee shall be encashed.
23. The Bank Guarantee can be forfeited by order of the Competent Authority of the Office of the Unique Identification Authority of India in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Unique Identification Authority of India as sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill been has received and examined.

In case of frequent change of vehicle in respect of a particular officer, one day amount will be deducted for every second change.

Terms of Payment

1. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
2. The contractor shall submit at each stage/in the first week of following month in respect of previous month (in case of monthly payments) for approval of the amount of bill and passing the bill for payment.
3. All payments shall be made by NEFT / RTGS only
4. Officer of the Unique Identification Authority of India shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.
5. The term 'Payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
6. Wherever applicable all payments will be made as per schedule of payments to be decided in the agreement.
7. TDS as applicable will be recovered from the bill.
8. Duly signed bills in triplicate shall be submitted along with the daily log book/duty slips of Vehicle/car's usage signed by the officer who used the vehicle. The vehicle registration numbers should be mentioned on bill.
9. Tolls paid by vehicle contractor will be reimbursed by UIDAI.

ANNEXURE-C

Details of major contracts with Central Government/State Governments/PSUs/Reputed private firms handled by the tendering Agency for providing hired Vehicle services during the last three years in the following format (attested copies of the last three years award may be enclosed):

S.No	Details of client along with address telephone and FAX numbers	Amount of contract (Rs Lakh per year)	Duration of Contract	
			From	To
1				
2				
3				

(If the space provided is insufficient a separate sheet may be attached)

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On stamp paper of appropriate value from any Nationalized Bank)

To,

UNIQUE IDENTIFICATION AUTHORITY OF INDIA,
REGIONAL OFFICE, MTNL EXCHANGE BUILDING,
CUFFE PARADE, MUMBAI- 400005

Dear Sir,

In consideration of UIDAI, RO, MUMBAI (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to

..... (here in after referred to as the said Company / firm or Company / firm' when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. In terms inter alias, of the NIB's Letter No. dated. and the General Conditions of Contract and upon the condition of the Company / firm's furnishing security for the performance of the Company / firm's obligations and discharge of the Company / firm's liability under in connection with the said contract up to a sum of Rs/- (Rupees Only) .

1. We. a banking company registered under the banking companies act 1949 and having our registered office at(here in after called "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the Company / firm to The Employer under in respect of or in connection with the side contract inclusive of all The Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs./- (Rupees only).
2. We Bank further agree that The Employer shall be sole judge of and as to whether the said Company / firm has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer on account thereof and the decisions of The Employer that the said Company / firm has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Company / firm's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Company / firm or to grant time or indulgence to the Company / firm or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Company / firm or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Company / firm but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or dispute having been raised by the Company / firm stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Company / firm or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Company / firm arising up to and until midnight of.....
8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any time anyway may have in relation to the Company / firm's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Company / firm before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the Company / firm shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Company / firm or the said Bank shall not discharge our liability hereunder.
11. We.the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. /-(Rupees only) and this guarantee shall remain in force tilland unless a claim is made on us within 3 months from that date, that is before all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities thereunder.

Datedday of20 .

For and on behalf of Bank.

Issued
Under
Seal