

Format for Performance Bank Guarantee (PBG)

The Chief Information Officer,
SBI Life Insurance Co Ltd,
Central Processing Centre,
Seawoods Grand Central ,
8th Level, Tower 2, Plot No. R-1,
Sector 40, Seawoods,
Navi Mumbai - 400 706

Dear Sir,

PERFORMANCE BANK GUARANTEE FOR BRANCH IT SUPPORT TO SBI LIFE INSURANCE CO LTD TO MEET SUCH REQUIREMENTS AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE REQUEST FOR PROPOSAL

WHEREAS SBI Life Insurance Co Ltd (SBIL), having its Corporate Office at Andheri (E), Mumbai, and regional offices in other cities in India has invited Request for Proposal for vide its RFP No. _____ dated _____ on the terms and conditions mentioned in the RFP documents.

It is one of the terms of said Request for Proposal that the bidder shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Performance Bank Guarantee.

M/s _____, (hereinafter called as bidder), who are our constituents intends to submit their bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. _____ (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH THAT

We _____ (Bank) do hereby agree with and undertake to the SBI Life Insurance co ltd, their Successors, assigns that in the event of the SBIL coming to the conclusion that the bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said bidder, we shall on demand by the SBIL, pay without demur to the SBIL, a sum of Rs. _____ (Rupees _____ only) that may be demanded by SBIL. Our guarantee shall be treated as equivalent to the Performance Bank guarantee for the due performance of the obligations of the bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ lakhs only).

We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ lakhs only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBIL on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBIL shall be

conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBIL within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBIL under this guarantee shall be independent of the agreement or agreements or other understandings between the SBIL and the bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBIL.

We hereby further agree that –

Any forbearance or commission on the part of the SBIL in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the SBIL to the bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees ____ only).

Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees ____ only).

Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

This guarantee shall remain **in force for a period of three years**, provided that if so desired by the SBIL, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

Our liability under this presents will terminate unless these presents are renewed as provided herein up to three years or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBIL alone is the conclusive proof, whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBIL against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of

Signature and Seal of Authorized Official

(NB: This document will require Stamp Duty as applicable in the State, where it is executed and shall be signed by the official whose signature and authority shall be verified).