



**9. ANNEXURE P: PERFORMANCE BANK GUARANTEE
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)**

To,
Bank of Maharashtra,
I.T. Department, Head Office,
1501, Lokmangal,
Shivajinagar,
Pune - 411 005

Bank Guarantee No. : _____
Amount of Guarantee : Rs. _____/-
Guarantee Valid up to : _____
Last date of lodgment of claim: _____

This deed of guarantee is executed on this _____ Day of _____ 20__ by {Name of the Bank issuing guarantee} a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) (hereinafter referred to as the '**Guarantor Bank**', which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns) in favour of **Bank of Maharashtra**, a New Bank constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, and having its Head Office at Lokmangal, 1501, Shivajinagar, Pune-411005 (hereinafter referred to as "**Beneficiary Bank**", which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns), for an amount not exceeding Rs. _____/- (Rs. _____ only) at the request of M/s _____ (with address).

Whereas engagement letter no. _____ PO/LOI _____ dated _____ 20__ (hereinafter called the "**Contract**") for Rs. _____/- (Rs. _____ only) placed by the Beneficiary Bank on M/s _____, having its Head Office at _____ and _____ a branch office at _____ hereinafter referred to as '**Contractor**') stands accepted by the contractor, and in terms of the said contract the contractor have to _____ (Name of the Project) _____ as per the engagement letter referred hereinabove.

And whereas to ensure due performance to the satisfaction of the beneficiary Bank, of the services provided under the said contract and in terms thereof by the contractor as aforesaid, the Guarantor Bank at the request of the contractor has agreed to give guarantee as hereinafter provided.

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:-

In consideration of Bank of Maharashtra, the beneficiary bank, having issued engagement letter No. _____ PO/LOI _____ dated _____ 20__ for Rs. _____/- (Rs. _____ only) on M/s _____, having its Head Office at _____ for _____ (Name of the Project) _____ as per the engagement letter referred hereinabove, we, <Issuing Bank Name> do hereby undertake as under:

- a) To indemnify and keep indemnified the beneficiary bank for the losses and damages that may be caused to or suffered by the beneficiary bank in the event of non-performance of whatever nature on the part of the contractor in discharging their contractual obligations under the said contract by the contractor against the above referred engagement letter and undertake this guarantee not exceeding Rs. _____/- (Rs. _____ only) without demur and without Beneficiary Bank needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary Bank shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.



- b) The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary bank or up to _____ months _____, which is earlier.
- c) This guarantee shall not in any way be affected by the change in the constitution of the contractor or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary bank or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary bank.
- d) To pay to the beneficiary Bank any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- e) We, _____ (indicate the name of Guarantor Bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Beneficiary Bank in writing, and the guarantee shall remain in full force and continuing till all dues claimed are paid

Notwithstanding anything contained herein:

- a) The Bank's Liabilitynot exceed Rs. _____ . (Rupees _____).
- b) This Bank Guarantee shall be valid up to _____.
- c) Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before _____ (date of expiry of the Guarantee).
- d) ***The Bank issuing such guarantee will not be liable under such guarantee to the beneficiary after the expiry of the claim period of one year, regardless of period of limitation under the Limitation Act, 1963.***

IN WITNESS WHEREOF the Bank has put is seal the day and year first hereinabove written.

Signed, sealed and delivered by Mr.....
For and on behalf of the Guarantor Do so and
to affix the seal of the Bank, in the presence of

Place:
SEAL
Code No.
SIGNATURE



ANNEXURE T: LETTER FOR REFUND OF EMD

(To be provided on letter head of the Bidder's Company)

To,

Deputy General Manager,
Information Technology Department
Bank of Maharashtra

Dear Sir,

SUB: LETTER FOR REFUND OF EMD

REF: YOUR RFP NO: [Title] dated DD/MM/YYYY

We _____ (Company Name) had participated in the Request for Proposal (RFP) [Title] and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr No	Bidder Name	DD/BG Number	Drawn on Bank Name	Amount (Rs)
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Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company: