



1.1. Earnest Money Deposit

Bidders are required to give a Demand Draft drawn in favour of Bank of Maharashtra and payable at Pune, (valid for 90 days from the due date of the tender) for amount highlighted in the tenders section as Earnest money Deposit (EMD) along with their offer. Offers made without E.M.D. will be rejected. Bank will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or by any scheduled commercial bank acceptable to Bank. In case of Bank Guarantee from other than Public sector banks prior permission of Bank of Maharashtra is essential. The BG should be valid for 6 months from the date of submission of the offer. The format of BG is enclosed as **Annexure P**. The EMD will not carry any interest.

Unsuccessful Bidders" Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per **Annexure T**.

The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" issued by Bank.
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- The EMD will be refunded to
 - The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee of amount specified in RFP document valid till the end of assignment period with additional claim period of 6 (Six) months.
 - The unsuccessful bidders, only after acceptance of the "Letter of Appointment" by the selected bidder.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.



2. 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:



3. Annexure 9: Bid Security Form

(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY.)
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)
Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date:

Period of Bank Guarantee: Valid up to

Amount of Bank Guarantee: Rs. /-

To,
Bank of Maharashtra,

IT Department,

1501, Lokmangal,

Shivajinagar, Pune 411005.

THIS DEED OF GUARANTEE made at thisday of between Bank of a banking company having its office at hereinafter referred to as 'the Bank' of the One Part and Bank of Maharashtra a New Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 'Lokmangal' , 1501 Shivajinagar, Pune 411 005, hereinafter called the Beneficiary, of the other Part.

Whereas the Beneficiary had invited tenders for XXXXXXXXXXXX, vide tender No: XXXXX dated: XXXXXX.

One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs XXXXXXX/- (Rs. XXXXXXX only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.

M/s <Bidder Name>. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of Servers at given locations to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.

At the request of the said M/s.<Bidder Name>. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the promises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. XXXXX/- (Rs. XXXXXXX only) payable by the said Contractor/s under the said Contract.

AND IT IS AGREED and declared by the bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the Bank will not be entitled to dispute or inquire into whether the Beneficiary has become entitled to forfeit the said amount as earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said contractors have



committed any breach of the said contract or not or whether the Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

Any such demand made by the Beneficiary shall be binding and conclusive as regards amount due and payable by the Contractor to the Beneficiary. And the Bank undertakes to pay unconditionally on written demand without demur and the claim of beneficiary shall be conclusive and binding as to the amount specified therein.

AND it is further agreed and declared by the Bank that any waiver of any breach of any term of the said contract or any act of forbearance on the part of the Beneficiary or any time given by the Beneficiary to the contractors for carrying out and completing the work under the said contract or any modifications made in the terms and conditions of the said contract or any other act or omission on the part of the Beneficiary which could have in law the effect of discharging a surety, will not discharge the Bank.

AND it is agreed and declared that this guarantee will remain in force until the time fixed in the said contract for completion of the said work or until the expiration of any extended time for such completion and shall be valid for a period of six months from the date hereof i.e. the guarantee shall be valid upto

AND it is agreed and declared that this Guarantee will be irrevocable and enforceable even if the contractor's company goes into liquidation or there is any change in the constitution of the said Company or management of the said Company and shall ensure to the benefit of its successors and assigns and shall be binding on the successors and assigns of the Bank.

Notwithstanding anything contained herein:

The liability of the Bank under this Bank Guarantee shall not exceed Rs. XXXXXX/- (Rupees XXXXXX only).

This Bank Guarantee shall be valid up to _____.

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).

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