BANK GUARANTEE FORMAT  
(TO BE STAMPED AS AN AGREEMENT)  
1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_\_\_\_\_this  
\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_201 by \_\_\_\_\_\_\_\_\_ (Name of the Bank) \_\_\_\_\_\_\_\_\_ having  
its Registered Office at \_\_\_\_\_\_\_\_\_and its Branch at \_\_\_\_\_\_\_\_\_ (hereinafter referred to  
as "the Guarantor", which expression shall, unless it be repugnant to the subject,  
meaning or context thereof, be deemed to mean and include its successors and permitted  
assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted  
under the State Bank of India Act, 1955 having its Corporate Centre at State Bank  
Bhavan, Nariman Point, Mumbai and one of its offices at\_\_\_\_\_\_\_\_\_\_\_\_(procuring  
office address), hereinafter referred to as "SBI" which expression shall, unless  
repugnant to the subject, context or meaning thereof, be deemed to mean and include  
its successors and assigns).  
2. WHEREAS M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, incorporated  
under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act having its registered office at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and principal place of business at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Service  
Provider/ Vendor” which expression shall unless repugnant to the context or meaning  
thereof shall include its successor, executor & assigns) has agreed to develop,  
implement and support \_\_\_\_\_\_\_\_\_ (name of Service) (hereinafter referred to as  
“Services”) to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx  
dated dd/mm/yyyy.  
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of  
\_\_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.  
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase  
order/Agreement dated\_\_\_\_\_\_\_\_\_, Service Provider is required to furnish a Bank  
Guarantee for a sum of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_ only) for due  
performance of the obligations of Service Provider in providing the Services, in  
accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said  
amount of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_ only) to SBI, if Service Provider fails  
to fulfill its obligations as agreed in RFP/Agreement.  
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_  
months and in the event of failure, on the part of Service Provider, to fulfill any of its  
commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke  
the Guarantee.

BANK GUARANTEE FORMAT  
(TO BE STAMPED AS AN AGREEMENT)  
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\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_201 by \_\_\_\_\_\_\_\_\_ (Name of the Bank) \_\_\_\_\_\_\_\_\_ having  
its Registered Office at \_\_\_\_\_\_\_\_\_and its Branch at \_\_\_\_\_\_\_\_\_ (hereinafter referred to  
as "the Guarantor", which expression shall, unless it be repugnant to the subject,  
meaning or context thereof, be deemed to mean and include its successors and permitted  
assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted  
under the State Bank of India Act, 1955 having its Corporate Centre at State Bank  
Bhavan, Nariman Point, Mumbai and one of its offices at\_\_\_\_\_\_\_\_\_\_\_\_(procuring  
office address), hereinafter referred to as "SBI" which expression shall, unless  
repugnant to the subject, context or meaning thereof, be deemed to mean and include  
its successors and assigns).  
2. WHEREAS M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, incorporated  
under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act having its registered office at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and principal place of business at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Service  
Provider/ Vendor” which expression shall unless repugnant to the context or meaning  
thereof shall include its successor, executor & assigns) has agreed to develop,  
implement and support \_\_\_\_\_\_\_\_\_ (name of Service) (hereinafter referred to as  
“Services”) to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx  
dated dd/mm/yyyy.  
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of  
\_\_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.  
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase  
order/Agreement dated\_\_\_\_\_\_\_\_\_, Service Provider is required to furnish a Bank  
Guarantee for a sum of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_ only) for due  
performance of the obligations of Service Provider in providing the Services, in  
accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said  
amount of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_ only) to SBI, if Service Provider fails  
to fulfill its obligations as agreed in RFP/Agreement.  
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_  
months and in the event of failure, on the part of Service Provider, to fulfill any of its  
commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke  
the Guarantee.  
AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf  
of Service Provider, Guarantee as above, for an amount of Rs.\_\_\_\_\_\_\_\_\_\_\_/- (Rupees  
\_\_\_\_\_\_\_\_\_\_\_ only).  
NOW THIS GUARANTEE WITNESSETH THAT  
1. In consideration of SBI having agreed to entrust Service Provider for rendering  
Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and  
irrevocably guarantee that Service Provider shall fulfill its commitments and  
obligations in respect of providing the Services as mentioned in the RFP/Agreement  
and in the event of Service Provider failing to perform / fulfill its commitments /  
obligations in respect of providing Services as mentioned in the RFP/Agreement, we  
(the Guarantor) shall on demand(s), from time to time from SBI, without protest or  
demur or without reference to Service Provider and not withstanding any contestation  
or existence of any dispute whatsoever between Service Provider and SBI, pay SBI  
forthwith the sums so demanded by SBI not exceeding Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees  
\_\_\_\_\_\_\_\_\_\_\_\_only).  
2. Any notice / communication / demand from SBI to the effect that Service Provider has  
failed to fulfill its commitments / obligations in respect of rendering the Services as  
mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and  
shall not be questioned by the Guarantor in or outside the court, tribunal, authority or  
arbitration as the case may be and all such demands shall be honoured by the Guarantor  
without any delay.  
3. We (the Guarantor) confirm that our obligation to the SBI, under this Guarantee shall  
be independent of the agreement or other understandings, whatsoever, between the SBI  
and Service Provider.  
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in  
writing of the SBI.  
WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-  
i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of  
any kind shown by SBI to Service Provider or any change in the terms and conditions  
of the Agreement or the Services shall not, in any way, release or discharge the Bank  
from its liabilities under this Guarantee.  
ii. This Guarantee herein contained shall be distinct and independent and shall be  
enforceable against the Guarantor, notwithstanding any Guarantee or Security now or  
hereinafter held by SBI at its discretion.

BANK GUARANTEE FORMAT  
(TO BE STAMPED AS AN AGREEMENT)  
1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_\_\_\_\_this  
\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_201 by \_\_\_\_\_\_\_\_\_ (Name of the Bank) \_\_\_\_\_\_\_\_\_ having  
its Registered Office at \_\_\_\_\_\_\_\_\_and its Branch at \_\_\_\_\_\_\_\_\_ (hereinafter referred to  
as "the Guarantor", which expression shall, unless it be repugnant to the subject,  
meaning or context thereof, be deemed to mean and include its successors and permitted  
assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted  
under the State Bank of India Act, 1955 having its Corporate Centre at State Bank  
Bhavan, Nariman Point, Mumbai and one of its offices at\_\_\_\_\_\_\_\_\_\_\_\_(procuring  
office address), hereinafter referred to as "SBI" which expression shall, unless  
repugnant to the subject, context or meaning thereof, be deemed to mean and include  
its successors and assigns).  
2. WHEREAS M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, incorporated  
under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act having its registered office at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and principal place of business at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Service  
Provider/ Vendor” which expression shall unless repugnant to the context or meaning  
thereof shall include its successor, executor & assigns) has agreed to develop,  
implement and support \_\_\_\_\_\_\_\_\_ (name of Service) (hereinafter referred to as  
“Services”) to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx  
dated dd/mm/yyyy.  
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of  
\_\_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.  
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase  
order/Agreement dated\_\_\_\_\_\_\_\_\_, Service Provider is required to furnish a Bank  
Guarantee for a sum of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_ only) for due  
performance of the obligations of Service Provider in providing the Services, in  
accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said  
amount of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_ only) to SBI, if Service Provider fails  
to fulfill its obligations as agreed in RFP/Agreement.  
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_  
months and in the event of failure, on the part of Service Provider, to fulfill any of its  
commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke  
the Guarantee.  
AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf  
of Service Provider, Guarantee as above, for an amount of Rs.\_\_\_\_\_\_\_\_\_\_\_/- (Rupees  
\_\_\_\_\_\_\_\_\_\_\_ only).  
NOW THIS GUARANTEE WITNESSETH THAT  
1. In consideration of SBI having agreed to entrust Service Provider for rendering  
Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and  
irrevocably guarantee that Service Provider shall fulfill its commitments and  
obligations in respect of providing the Services as mentioned in the RFP/Agreement  
and in the event of Service Provider failing to perform / fulfill its commitments /  
obligations in respect of providing Services as mentioned in the RFP/Agreement, we  
(the Guarantor) shall on demand(s), from time to time from SBI, without protest or  
demur or without reference to Service Provider and not withstanding any contestation  
or existence of any dispute whatsoever between Service Provider and SBI, pay SBI  
forthwith the sums so demanded by SBI not exceeding Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees  
\_\_\_\_\_\_\_\_\_\_\_\_only).  
2. Any notice / communication / demand from SBI to the effect that Service Provider has  
failed to fulfill its commitments / obligations in respect of rendering the Services as  
mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and  
shall not be questioned by the Guarantor in or outside the court, tribunal, authority or  
arbitration as the case may be and all such demands shall be honoured by the Guarantor  
without any delay.  
3. We (the Guarantor) confirm that our obligation to the SBI, under this Guarantee shall  
be independent of the agreement or other understandings, whatsoever, between the SBI  
and Service Provider.  
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in  
writing of the SBI.  
WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-  
i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of  
any kind shown by SBI to Service Provider or any change in the terms and conditions  
of the Agreement or the Services shall not, in any way, release or discharge the Bank  
from its liabilities under this Guarantee.  
ii. This Guarantee herein contained shall be distinct and independent and shall be  
enforceable against the Guarantor, notwithstanding any Guarantee or Security now or  
hereinafter held by SBI at its discretion.  
iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the  
execution of this Guarantee by and / or on behalf of the Guarantor or by merger or  
amalgamation or any change in the Constitution or name of the Guarantor.  
iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service  
Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise  
v. This Guarantee shall be a continuing guarantee during its validity period.  
vi. This Guarantee shall remain in full force and effect for a period of \_\_ year(s) \_\_\_\_\_  
month(s) from the date of the issuance i.e. up to \_\_\_\_\_\_\_\_\_. Unless a claim under this  
Guarantee is made against us on or before \_\_\_\_\_ , all your rights under this Guarantee  
shall be forfeited and we shall be relieved and discharged from all liabilities there under.  
vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India  
alone shall have the jurisdiction to try & entertain any dispute arising out of this  
Guarantee.  
Notwithstanding anything contained herein above:  
i. Our liability under this Bank Guarantee shall not exceed Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-  
(Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)  
ii. This Bank Guarantee shall be valid upto\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee  
only and only if SBI serve upon us a written claim or demand on or before  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Yours faithfully,  
For and on behalf of bank.  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Authorised official

BANK GUARANTEE FORMAT  
(TO BE STAMPED AS AN AGREEMENT)  
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\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_201 by \_\_\_\_\_\_\_\_\_ (Name of the Bank) \_\_\_\_\_\_\_\_\_ having  
its Registered Office at \_\_\_\_\_\_\_\_\_and its Branch at \_\_\_\_\_\_\_\_\_ (hereinafter referred to  
as "the Guarantor", which expression shall, unless it be repugnant to the subject,  
meaning or context thereof, be deemed to mean and include its successors and permitted  
assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted  
under the State Bank of India Act, 1955 having its Corporate Centre at State Bank  
Bhavan, Nariman Point, Mumbai and one of its offices at\_\_\_\_\_\_\_\_\_\_\_\_(procuring  
office address), hereinafter referred to as "SBI" which expression shall, unless  
repugnant to the subject, context or meaning thereof, be deemed to mean and include  
its successors and assigns).  
2. WHEREAS M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, incorporated  
under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act having its registered office at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and principal place of business at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Service  
Provider/ Vendor” which expression shall unless repugnant to the context or meaning  
thereof shall include its successor, executor & assigns) has agreed to develop,  
implement and support \_\_\_\_\_\_\_\_\_ (name of Service) (hereinafter referred to as  
“Services”) to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx  
dated dd/mm/yyyy.  
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of  
\_\_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.  
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase  
order/Agreement dated\_\_\_\_\_\_\_\_\_, Service Provider is required to furnish a Bank  
Guarantee for a sum of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_ only) for due  
performance of the obligations of Service Provider in providing the Services, in  
accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said  
amount of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_ only) to SBI, if Service Provider fails  
to fulfill its obligations as agreed in RFP/Agreement.  
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_  
months and in the event of failure, on the part of Service Provider, to fulfill any of its  
commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke  
the Guarantee.  
AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf  
of Service Provider, Guarantee as above, for an amount of Rs.\_\_\_\_\_\_\_\_\_\_\_/- (Rupees  
\_\_\_\_\_\_\_\_\_\_\_ only).  
NOW THIS GUARANTEE WITNESSETH THAT  
1. In consideration of SBI having agreed to entrust Service Provider for rendering  
Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and  
irrevocably guarantee that Service Provider shall fulfill its commitments and  
obligations in respect of providing the Services as mentioned in the RFP/Agreement  
and in the event of Service Provider failing to perform / fulfill its commitments /  
obligations in respect of providing Services as mentioned in the RFP/Agreement, we  
(the Guarantor) shall on demand(s), from time to time from SBI, without protest or  
demur or without reference to Service Provider and not withstanding any contestation  
or existence of any dispute whatsoever between Service Provider and SBI, pay SBI  
forthwith the sums so demanded by SBI not exceeding Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees  
\_\_\_\_\_\_\_\_\_\_\_\_only).  
2. Any notice / communication / demand from SBI to the effect that Service Provider has  
failed to fulfill its commitments / obligations in respect of rendering the Services as  
mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and  
shall not be questioned by the Guarantor in or outside the court, tribunal, authority or  
arbitration as the case may be and all such demands shall be honoured by the Guarantor  
without any delay.  
3. We (the Guarantor) confirm that our obligation to the SBI, under this Guarantee shall  
be independent of the agreement or other understandings, whatsoever, between the SBI  
and Service Provider.  
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in  
writing of the SBI.  
WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-  
i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of  
any kind shown by SBI to Service Provider or any change in the terms and conditions  
of the Agreement or the Services shall not, in any way, release or discharge the Bank  
from its liabilities under this Guarantee.  
ii. This Guarantee herein contained shall be distinct and independent and shall be  
enforceable against the Guarantor, notwithstanding any Guarantee or Security now or  
hereinafter held by SBI at its discretion.  
iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the  
execution of this Guarantee by and / or on behalf of the Guarantor or by merger or  
amalgamation or any change in the Constitution or name of the Guarantor.  
iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service  
Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise  
v. This Guarantee shall be a continuing guarantee during its validity period.  
vi. This Guarantee shall remain in full force and effect for a period of \_\_ year(s) \_\_\_\_\_  
month(s) from the date of the issuance i.e. up to \_\_\_\_\_\_\_\_\_. Unless a claim under this  
Guarantee is made against us on or before \_\_\_\_\_ , all your rights under this Guarantee  
shall be forfeited and we shall be relieved and discharged from all liabilities there under.  
vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India  
alone shall have the jurisdiction to try & entertain any dispute arising out of this  
Guarantee.  
Notwithstanding anything contained herein above:  
i. Our liability under this Bank Guarantee shall not exceed Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-  
(Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)  
ii. This Bank Guarantee shall be valid upto\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee  
only and only if SBI serve upon us a written claim or demand on or before  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Yours faithfully,  
For and on behalf of bank.  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Authorised official  
FORMAT FOR EMD BANK GUARANTEE  
To:  
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EMD BANK GUARANTEE FOR  
NAME OF SERVICES TO STATE BANK OF INDIA TO MEET SUCH  
REQUIRMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP  
NO.SBI:xx:xx DATED dd/mm/yyyy  
WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai,  
and Regional offices at other State capital cities in India has invited Request to provide  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of Service) as are set out in the Request for Proposal SBI:xx:xx  
dated dd/mm/yyyy.  
2. 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 Earnest  
Money Deposit.  
3. 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)  
4. NOW THIS GUARANTEE WITNESSETH THAT  
We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bank) do hereby agree with and undertake to the  
State Bank of India, their Successors, assigns that in the event of the SBI 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 SBI, pay without demur to the SBI, a sum of  
Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) that may be demanded by SBI.  
Our guarantee shall be treated as equivalent to the Earnest Money Deposit 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  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only).  
5. We also agree to undertake to and confirm that the sum not exceeding Rs.\_\_\_\_\_\_\_\_\_\_/-  
(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur  
or protest, merely on demand from the SBI 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  
SBI 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 SBI, without protest or  
demur or without reference to Bidder and not-withstanding any contestation or existence of  
any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt  
of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall  
be independent of the agreement or agreements or other understandings between the SBI and  
the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the  
SBI.

BANK GUARANTEE FORMAT  
(TO BE STAMPED AS AN AGREEMENT)  
1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_\_\_\_\_this  
\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_201 by \_\_\_\_\_\_\_\_\_ (Name of the Bank) \_\_\_\_\_\_\_\_\_ having  
its Registered Office at \_\_\_\_\_\_\_\_\_and its Branch at \_\_\_\_\_\_\_\_\_ (hereinafter referred to  
as "the Guarantor", which expression shall, unless it be repugnant to the subject,  
meaning or context thereof, be deemed to mean and include its successors and permitted  
assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted  
under the State Bank of India Act, 1955 having its Corporate Centre at State Bank  
Bhavan, Nariman Point, Mumbai and one of its offices at\_\_\_\_\_\_\_\_\_\_\_\_(procuring  
office address), hereinafter referred to as "SBI" which expression shall, unless  
repugnant to the subject, context or meaning thereof, be deemed to mean and include  
its successors and assigns).  
2. WHEREAS M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, incorporated  
under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act having its registered office at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and principal place of business at  
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Provider/ Vendor” which expression shall unless repugnant to the context or meaning  
thereof shall include its successor, executor & assigns) has agreed to develop,  
implement and support \_\_\_\_\_\_\_\_\_ (name of Service) (hereinafter referred to as  
“Services”) to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx  
dated dd/mm/yyyy.  
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of  
\_\_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.  
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase  
order/Agreement dated\_\_\_\_\_\_\_\_\_, Service Provider is required to furnish a Bank  
Guarantee for a sum of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_ only) for due  
performance of the obligations of Service Provider in providing the Services, in  
accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said  
amount of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_ only) to SBI, if Service Provider fails  
to fulfill its obligations as agreed in RFP/Agreement.  
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_  
months and in the event of failure, on the part of Service Provider, to fulfill any of its  
commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke  
the Guarantee.  
AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf  
of Service Provider, Guarantee as above, for an amount of Rs.\_\_\_\_\_\_\_\_\_\_\_/- (Rupees  
\_\_\_\_\_\_\_\_\_\_\_ only).  
NOW THIS GUARANTEE WITNESSETH THAT  
1. In consideration of SBI having agreed to entrust Service Provider for rendering  
Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and  
irrevocably guarantee that Service Provider shall fulfill its commitments and  
obligations in respect of providing the Services as mentioned in the RFP/Agreement  
and in the event of Service Provider failing to perform / fulfill its commitments /  
obligations in respect of providing Services as mentioned in the RFP/Agreement, we  
(the Guarantor) shall on demand(s), from time to time from SBI, without protest or  
demur or without reference to Service Provider and not withstanding any contestation  
or existence of any dispute whatsoever between Service Provider and SBI, pay SBI  
forthwith the sums so demanded by SBI not exceeding Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees  
\_\_\_\_\_\_\_\_\_\_\_\_only).  
2. Any notice / communication / demand from SBI to the effect that Service Provider has  
failed to fulfill its commitments / obligations in respect of rendering the Services as  
mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and  
shall not be questioned by the Guarantor in or outside the court, tribunal, authority or  
arbitration as the case may be and all such demands shall be honoured by the Guarantor  
without any delay.  
3. We (the Guarantor) confirm that our obligation to the SBI, under this Guarantee shall  
be independent of the agreement or other understandings, whatsoever, between the SBI  
and Service Provider.  
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in  
writing of the SBI.  
WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-  
i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of  
any kind shown by SBI to Service Provider or any change in the terms and conditions  
of the Agreement or the Services shall not, in any way, release or discharge the Bank  
from its liabilities under this Guarantee.  
ii. This Guarantee herein contained shall be distinct and independent and shall be  
enforceable against the Guarantor, notwithstanding any Guarantee or Security now or  
hereinafter held by SBI at its discretion.  
iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the  
execution of this Guarantee by and / or on behalf of the Guarantor or by merger or  
amalgamation or any change in the Constitution or name of the Guarantor.  
iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service  
Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise  
v. This Guarantee shall be a continuing guarantee during its validity period.  
vi. This Guarantee shall remain in full force and effect for a period of \_\_ year(s) \_\_\_\_\_  
month(s) from the date of the issuance i.e. up to \_\_\_\_\_\_\_\_\_. Unless a claim under this  
Guarantee is made against us on or before \_\_\_\_\_ , all your rights under this Guarantee  
shall be forfeited and we shall be relieved and discharged from all liabilities there under.  
vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India  
alone shall have the jurisdiction to try & entertain any dispute arising out of this  
Guarantee.  
Notwithstanding anything contained herein above:  
i. Our liability under this Bank Guarantee shall not exceed Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-  
(Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)  
ii. This Bank Guarantee shall be valid upto\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee  
only and only if SBI serve upon us a written claim or demand on or before  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Yours faithfully,  
For and on behalf of bank.  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Authorised official  
FORMAT FOR EMD BANK GUARANTEE  
To:  
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EMD BANK GUARANTEE FOR  
NAME OF SERVICES TO STATE BANK OF INDIA TO MEET SUCH  
REQUIRMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP  
NO.SBI:xx:xx DATED dd/mm/yyyy  
WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai,  
and Regional offices at other State capital cities in India has invited Request to provide  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of Service) as are set out in the Request for Proposal SBI:xx:xx  
dated dd/mm/yyyy.  
2. 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 Earnest  
Money Deposit.  
3. 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)  
4. NOW THIS GUARANTEE WITNESSETH THAT  
We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bank) do hereby agree with and undertake to the  
State Bank of India, their Successors, assigns that in the event of the SBI 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 SBI, pay without demur to the SBI, a sum of  
Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) that may be demanded by SBI.  
Our guarantee shall be treated as equivalent to the Earnest Money Deposit 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  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only).  
5. We also agree to undertake to and confirm that the sum not exceeding Rs.\_\_\_\_\_\_\_\_\_\_/-  
(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur  
or protest, merely on demand from the SBI 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  
SBI 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 SBI, without protest or  
demur or without reference to Bidder and not-withstanding any contestation or existence of  
any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt  
of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall  
be independent of the agreement or agreements or other understandings between the SBI and  
the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the  
SBI.  
6. We hereby further agree that –  
a) Any forbearance or commission on the part of the SBI in enforcing the conditions of  
the said agreement or in compliance with any of the terms and conditions stipulated  
in the said Bid and/or hereunder or granting of any time or showing of any indulgence  
by the SBI 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)  
b) Our liability under these presents shall not exceed the sum of Rs.\_\_\_\_\_\_\_\_\_\_/-  
(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)  
c) 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.  
d) This guarantee shall remain in force upto 180 days provided that if so desired by the  
SBI, this guarantee shall be renewed for a further period as may be indicated by them  
on the same terms and conditions as contained herein.  
e) Our liability under this presents will terminate unless these presents are renewed as  
provided herein upto 180 days or on the day when our said constituents comply with  
their obligations, as to which a certificate in writing by the SBI alone is the conclusive  
proof, whichever date is earlier.  
f) Unless a claim or suit or action is filed against us on or before\_\_\_\_(date to be filled  
by BG issuing bank), all the rights of the SBI against us under this guarantee shall be  
forfeited and we shall be released and discharged from all our obligations and  
liabilities hereunder.  
g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India  
alone shall have the jurisdiction to try & entertain any dispute arising out of this  
guarantee.  
Notwithstanding anything contained hereinabove:  
(a) Our liability under this Bank Guarantee shall not exceed Rs……….………/- (Rupees  
…………………….only)  
(b) This Bank Guarantee shall be valid upto ……………………….  
(c) We are liable to pay the guaranteed amount or any part thereof under this Bank  
Guarantee only and only if you serve upon us a written claim or demand on or before  
……………………  
Yours faithfully,

BANK GUARANTEE FORMAT  
(TO BE STAMPED AS AN AGREEMENT)  
1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_\_\_\_\_this  
\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_201 by \_\_\_\_\_\_\_\_\_ (Name of the Bank) \_\_\_\_\_\_\_\_\_ having  
its Registered Office at \_\_\_\_\_\_\_\_\_and its Branch at \_\_\_\_\_\_\_\_\_ (hereinafter referred to  
as "the Guarantor", which expression shall, unless it be repugnant to the subject,  
meaning or context thereof, be deemed to mean and include its successors and permitted  
assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted  
under the State Bank of India Act, 1955 having its Corporate Centre at State Bank  
Bhavan, Nariman Point, Mumbai and one of its offices at\_\_\_\_\_\_\_\_\_\_\_\_(procuring  
office address), hereinafter referred to as "SBI" which expression shall, unless  
repugnant to the subject, context or meaning thereof, be deemed to mean and include  
its successors and assigns).  
2. WHEREAS M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, incorporated  
under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act having its registered office at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and principal place of business at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Service  
Provider/ Vendor” which expression shall unless repugnant to the context or meaning  
thereof shall include its successor, executor & assigns) has agreed to develop,  
implement and support \_\_\_\_\_\_\_\_\_ (name of Service) (hereinafter referred to as  
“Services”) to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx  
dated dd/mm/yyyy.  
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of  
\_\_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.  
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase  
order/Agreement dated\_\_\_\_\_\_\_\_\_, Service Provider is required to furnish a Bank  
Guarantee for a sum of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_ only) for due  
performance of the obligations of Service Provider in providing the Services, in  
accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said  
amount of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_ only) to SBI, if Service Provider fails  
to fulfill its obligations as agreed in RFP/Agreement.  
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_  
months and in the event of failure, on the part of Service Provider, to fulfill any of its  
commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke  
the Guarantee.  
AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf  
of Service Provider, Guarantee as above, for an amount of Rs.\_\_\_\_\_\_\_\_\_\_\_/- (Rupees  
\_\_\_\_\_\_\_\_\_\_\_ only).  
NOW THIS GUARANTEE WITNESSETH THAT  
1. In consideration of SBI having agreed to entrust Service Provider for rendering  
Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and  
irrevocably guarantee that Service Provider shall fulfill its commitments and  
obligations in respect of providing the Services as mentioned in the RFP/Agreement  
and in the event of Service Provider failing to perform / fulfill its commitments /  
obligations in respect of providing Services as mentioned in the RFP/Agreement, we  
(the Guarantor) shall on demand(s), from time to time from SBI, without protest or  
demur or without reference to Service Provider and not withstanding any contestation  
or existence of any dispute whatsoever between Service Provider and SBI, pay SBI  
forthwith the sums so demanded by SBI not exceeding Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees  
\_\_\_\_\_\_\_\_\_\_\_\_only).  
2. Any notice / communication / demand from SBI to the effect that Service Provider has  
failed to fulfill its commitments / obligations in respect of rendering the Services as  
mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and  
shall not be questioned by the Guarantor in or outside the court, tribunal, authority or  
arbitration as the case may be and all such demands shall be honoured by the Guarantor  
without any delay.  
3. We (the Guarantor) confirm that our obligation to the SBI, under this Guarantee shall  
be independent of the agreement or other understandings, whatsoever, between the SBI  
and Service Provider.  
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in  
writing of the SBI.  
WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-  
i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of  
any kind shown by SBI to Service Provider or any change in the terms and conditions  
of the Agreement or the Services shall not, in any way, release or discharge the Bank  
from its liabilities under this Guarantee.  
ii. This Guarantee herein contained shall be distinct and independent and shall be  
enforceable against the Guarantor, notwithstanding any Guarantee or Security now or  
hereinafter held by SBI at its discretion.  
iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the  
execution of this Guarantee by and / or on behalf of the Guarantor or by merger or  
amalgamation or any change in the Constitution or name of the Guarantor.  
iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service  
Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise  
v. This Guarantee shall be a continuing guarantee during its validity period.  
vi. This Guarantee shall remain in full force and effect for a period of \_\_ year(s) \_\_\_\_\_  
month(s) from the date of the issuance i.e. up to \_\_\_\_\_\_\_\_\_. Unless a claim under this  
Guarantee is made against us on or before \_\_\_\_\_ , all your rights under this Guarantee  
shall be forfeited and we shall be relieved and discharged from all liabilities there under.  
vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India  
alone shall have the jurisdiction to try & entertain any dispute arising out of this  
Guarantee.  
Notwithstanding anything contained herein above:  
i. Our liability under this Bank Guarantee shall not exceed Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-  
(Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)  
ii. This Bank Guarantee shall be valid upto\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee  
only and only if SBI serve upon us a written claim or demand on or before  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Yours faithfully,  
For and on behalf of bank.  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Authorised official  
FORMAT FOR EMD BANK GUARANTEE  
To:  
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EMD BANK GUARANTEE FOR  
NAME OF SERVICES TO STATE BANK OF INDIA TO MEET SUCH  
REQUIRMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP  
NO.SBI:xx:xx DATED dd/mm/yyyy  
WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai,  
and Regional offices at other State capital cities in India has invited Request to provide  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of Service) as are set out in the Request for Proposal SBI:xx:xx  
dated dd/mm/yyyy.  
2. 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 Earnest  
Money Deposit.  
3. 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)  
4. NOW THIS GUARANTEE WITNESSETH THAT  
We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bank) do hereby agree with and undertake to the  
State Bank of India, their Successors, assigns that in the event of the SBI 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 SBI, pay without demur to the SBI, a sum of  
Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) that may be demanded by SBI.  
Our guarantee shall be treated as equivalent to the Earnest Money Deposit 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  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only).  
5. We also agree to undertake to and confirm that the sum not exceeding Rs.\_\_\_\_\_\_\_\_\_\_/-  
(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur  
or protest, merely on demand from the SBI 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  
SBI 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 SBI, without protest or  
demur or without reference to Bidder and not-withstanding any contestation or existence of  
any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt  
of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall  
be independent of the agreement or agreements or other understandings between the SBI and  
the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the  
SBI.  
6. We hereby further agree that –  
a) Any forbearance or commission on the part of the SBI in enforcing the conditions of  
the said agreement or in compliance with any of the terms and conditions stipulated  
in the said Bid and/or hereunder or granting of any time or showing of any indulgence  
by the SBI 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)  
b) Our liability under these presents shall not exceed the sum of Rs.\_\_\_\_\_\_\_\_\_\_/-  
(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)  
c) 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.  
d) This guarantee shall remain in force upto 180 days provided that if so desired by the  
SBI, this guarantee shall be renewed for a further period as may be indicated by them  
on the same terms and conditions as contained herein.  
e) Our liability under this presents will terminate unless these presents are renewed as  
provided herein upto 180 days or on the day when our said constituents comply with  
their obligations, as to which a certificate in writing by the SBI alone is the conclusive  
proof, whichever date is earlier.  
f) Unless a claim or suit or action is filed against us on or before\_\_\_\_(date to be filled  
by BG issuing bank), all the rights of the SBI against us under this guarantee shall be  
forfeited and we shall be released and discharged from all our obligations and  
liabilities hereunder.  
g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India  
alone shall have the jurisdiction to try & entertain any dispute arising out of this  
guarantee.  
Notwithstanding anything contained hereinabove:  
(a) Our liability under this Bank Guarantee shall not exceed Rs……….………/- (Rupees  
…………………….only)  
(b) This Bank Guarantee shall be valid upto ……………………….  
(c) We are liable to pay the guaranteed amount or any part thereof under this Bank  
Guarantee only and only if you serve upon us a written claim or demand on or before  
……………………  
Yours faithfully,  
For and on behalf of  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Authorized official of the bank  
(Note: This guarantee will require stamp duty as applicable in the State where it is executed  
and shall be signed by the official(s) whose signature and authority shall be verified)

BANK GUARANTEE FORMAT  
(TO BE STAMPED AS AN AGREEMENT)  
1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_\_\_\_\_this  
\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_201 by \_\_\_\_\_\_\_\_\_ (Name of the Bank) \_\_\_\_\_\_\_\_\_ having  
its Registered Office at \_\_\_\_\_\_\_\_\_and its Branch at \_\_\_\_\_\_\_\_\_ (hereinafter referred to  
as "the Guarantor", which expression shall, unless it be repugnant to the subject,  
meaning or context thereof, be deemed to mean and include its successors and permitted  
assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted  
under the State Bank of India Act, 1955 having its Corporate Centre at State Bank  
Bhavan, Nariman Point, Mumbai and one of its offices at\_\_\_\_\_\_\_\_\_\_\_\_(procuring  
office address), hereinafter referred to as "SBI" which expression shall, unless  
repugnant to the subject, context or meaning thereof, be deemed to mean and include  
its successors and assigns).  
2. WHEREAS M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, incorporated  
under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act having its registered office at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and principal place of business at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Service  
Provider/ Vendor” which expression shall unless repugnant to the context or meaning  
thereof shall include its successor, executor & assigns) has agreed to develop,  
implement and support \_\_\_\_\_\_\_\_\_ (name of Service) (hereinafter referred to as  
“Services”) to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx  
dated dd/mm/yyyy.  
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of  
\_\_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.  
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase  
order/Agreement dated\_\_\_\_\_\_\_\_\_, Service Provider is required to furnish a Bank  
Guarantee for a sum of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_ only) for due  
performance of the obligations of Service Provider in providing the Services, in  
accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said  
amount of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_ only) to SBI, if Service Provider fails  
to fulfill its obligations as agreed in RFP/Agreement.  
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_  
months and in the event of failure, on the part of Service Provider, to fulfill any of its  
commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke  
the Guarantee.  
AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf  
of Service Provider, Guarantee as above, for an amount of Rs.\_\_\_\_\_\_\_\_\_\_\_/- (Rupees  
\_\_\_\_\_\_\_\_\_\_\_ only).  
NOW THIS GUARANTEE WITNESSETH THAT  
1. In consideration of SBI having agreed to entrust Service Provider for rendering  
Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and  
irrevocably guarantee that Service Provider shall fulfill its commitments and  
obligations in respect of providing the Services as mentioned in the RFP/Agreement  
and in the event of Service Provider failing to perform / fulfill its commitments /  
obligations in respect of providing Services as mentioned in the RFP/Agreement, we  
(the Guarantor) shall on demand(s), from time to time from SBI, without protest or  
demur or without reference to Service Provider and not withstanding any contestation  
or existence of any dispute whatsoever between Service Provider and SBI, pay SBI  
forthwith the sums so demanded by SBI not exceeding Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees  
\_\_\_\_\_\_\_\_\_\_\_\_only).  
2. Any notice / communication / demand from SBI to the effect that Service Provider has  
failed to fulfill its commitments / obligations in respect of rendering the Services as  
mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and  
shall not be questioned by the Guarantor in or outside the court, tribunal, authority or  
arbitration as the case may be and all such demands shall be honoured by the Guarantor  
without any delay.  
3. We (the Guarantor) confirm that our obligation to the SBI, under this Guarantee shall  
be independent of the agreement or other understandings, whatsoever, between the SBI  
and Service Provider.  
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in  
writing of the SBI.  
WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-  
i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of  
any kind shown by SBI to Service Provider or any change in the terms and conditions  
of the Agreement or the Services shall not, in any way, release or discharge the Bank  
from its liabilities under this Guarantee.  
ii. This Guarantee herein contained shall be distinct and independent and shall be  
enforceable against the Guarantor, notwithstanding any Guarantee or Security now or  
hereinafter held by SBI at its discretion.  
iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the  
execution of this Guarantee by and / or on behalf of the Guarantor or by merger or  
amalgamation or any change in the Constitution or name of the Guarantor.  
iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service  
Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise  
v. This Guarantee shall be a continuing guarantee during its validity period.  
vi. This Guarantee shall remain in full force and effect for a period of \_\_ year(s) \_\_\_\_\_  
month(s) from the date of the issuance i.e. up to \_\_\_\_\_\_\_\_\_. Unless a claim under this  
Guarantee is made against us on or before \_\_\_\_\_ , all your rights under this Guarantee  
shall be forfeited and we shall be relieved and discharged from all liabilities there under.  
vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India  
alone shall have the jurisdiction to try & entertain any dispute arising out of this  
Guarantee.  
Notwithstanding anything contained herein above:  
i. Our liability under this Bank Guarantee shall not exceed Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-  
(Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)  
ii. This Bank Guarantee shall be valid upto\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee  
only and only if SBI serve upon us a written claim or demand on or before  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Yours faithfully,  
For and on behalf of bank.  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Authorised official  
FORMAT FOR EMD BANK GUARANTEE  
To:  
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EMD BANK GUARANTEE FOR  
NAME OF SERVICES TO STATE BANK OF INDIA TO MEET SUCH  
REQUIRMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP  
NO.SBI:xx:xx DATED dd/mm/yyyy  
WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai,  
and Regional offices at other State capital cities in India has invited Request to provide  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of Service) as are set out in the Request for Proposal SBI:xx:xx  
dated dd/mm/yyyy.  
2. 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 Earnest  
Money Deposit.  
3. 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)  
4. NOW THIS GUARANTEE WITNESSETH THAT  
We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bank) do hereby agree with and undertake to the  
State Bank of India, their Successors, assigns that in the event of the SBI 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 SBI, pay without demur to the SBI, a sum of  
Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) that may be demanded by SBI.  
Our guarantee shall be treated as equivalent to the Earnest Money Deposit 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  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only).  
5. We also agree to undertake to and confirm that the sum not exceeding Rs.\_\_\_\_\_\_\_\_\_\_/-  
(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur  
or protest, merely on demand from the SBI 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  
SBI 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 SBI, without protest or  
demur or without reference to Bidder and not-withstanding any contestation or existence of  
any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt  
of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall  
be independent of the agreement or agreements or other understandings between the SBI and  
the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the  
SBI.  
6. We hereby further agree that –  
a) Any forbearance or commission on the part of the SBI in enforcing the conditions of  
the said agreement or in compliance with any of the terms and conditions stipulated  
in the said Bid and/or hereunder or granting of any time or showing of any indulgence  
by the SBI 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)  
b) Our liability under these presents shall not exceed the sum of Rs.\_\_\_\_\_\_\_\_\_\_/-  
(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)  
c) 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.  
d) This guarantee shall remain in force upto 180 days provided that if so desired by the  
SBI, this guarantee shall be renewed for a further period as may be indicated by them  
on the same terms and conditions as contained herein.  
e) Our liability under this presents will terminate unless these presents are renewed as  
provided herein upto 180 days or on the day when our said constituents comply with  
their obligations, as to which a certificate in writing by the SBI alone is the conclusive  
proof, whichever date is earlier.  
f) Unless a claim or suit or action is filed against us on or before\_\_\_\_(date to be filled  
by BG issuing bank), all the rights of the SBI against us under this guarantee shall be  
forfeited and we shall be released and discharged from all our obligations and  
liabilities hereunder.  
g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India  
alone shall have the jurisdiction to try & entertain any dispute arising out of this  
guarantee.  
Notwithstanding anything contained hereinabove:  
(a) Our liability under this Bank Guarantee shall not exceed Rs……….………/- (Rupees  
…………………….only)  
(b) This Bank Guarantee shall be valid upto ……………………….  
(c) We are liable to pay the guaranteed amount or any part thereof under this Bank  
Guarantee only and only if you serve upon us a written claim or demand on or before  
……………………  
Yours faithfully,  
For and on behalf of  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Authorized official of the bank  
(Note: This guarantee will require stamp duty as applicable in the State where it is executed  
and shall be signed by the official(s) whose signature and authority shall be verified)  
Appendix–G  
Certificate of Local Content  
<Certificate from the statutory auditor or cost auditor of the company (in case of companies)  
or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers  
other than companies) giving the percentage of local content, on their letter head with  
Registration Number with seal.>  
Date:  
To,  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Dear Sir,  
Ref.: RFP No. : \_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_  
This is to certify that proposed \_\_\_\_\_\_\_\_\_\_\_\_\_\_ <details of services> is having the local  
content of \_\_\_\_\_\_\_\_\_\_\_ % as defined in the above mentioned RFP.  
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in  
India), Order 2017 including revision thereto.  
Signature of Statutory Auditor/Cost Auditor  
Registration Number:  
Seal  
Counter-signed:  
Bidder OEM  
< Certified copy of board resolution for appointment of statutory/cost auditor should also be  
enclosed with the certificate of local content.>

BANK GUARANTEE FORMAT  
(TO BE STAMPED AS AN AGREEMENT)  
1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_\_\_\_\_this  
\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_201 by \_\_\_\_\_\_\_\_\_ (Name of the Bank) \_\_\_\_\_\_\_\_\_ having  
its Registered Office at \_\_\_\_\_\_\_\_\_and its Branch at \_\_\_\_\_\_\_\_\_ (hereinafter referred to  
as "the Guarantor", which expression shall, unless it be repugnant to the subject,  
meaning or context thereof, be deemed to mean and include its successors and permitted  
assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted  
under the State Bank of India Act, 1955 having its Corporate Centre at State Bank  
Bhavan, Nariman Point, Mumbai and one of its offices at\_\_\_\_\_\_\_\_\_\_\_\_(procuring  
office address), hereinafter referred to as "SBI" which expression shall, unless  
repugnant to the subject, context or meaning thereof, be deemed to mean and include  
its successors and assigns).  
2. WHEREAS M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, incorporated  
under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act having its registered office at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and principal place of business at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Service  
Provider/ Vendor” which expression shall unless repugnant to the context or meaning  
thereof shall include its successor, executor & assigns) has agreed to develop,  
implement and support \_\_\_\_\_\_\_\_\_ (name of Service) (hereinafter referred to as  
“Services”) to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx  
dated dd/mm/yyyy.  
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of  
\_\_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.  
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase  
order/Agreement dated\_\_\_\_\_\_\_\_\_, Service Provider is required to furnish a Bank  
Guarantee for a sum of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_ only) for due  
performance of the obligations of Service Provider in providing the Services, in  
accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said  
amount of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_ only) to SBI, if Service Provider fails  
to fulfill its obligations as agreed in RFP/Agreement.  
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_  
months and in the event of failure, on the part of Service Provider, to fulfill any of its  
commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke  
the Guarantee.  
AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf  
of Service Provider, Guarantee as above, for an amount of Rs.\_\_\_\_\_\_\_\_\_\_\_/- (Rupees  
\_\_\_\_\_\_\_\_\_\_\_ only).  
NOW THIS GUARANTEE WITNESSETH THAT  
1. In consideration of SBI having agreed to entrust Service Provider for rendering  
Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and  
irrevocably guarantee that Service Provider shall fulfill its commitments and  
obligations in respect of providing the Services as mentioned in the RFP/Agreement  
and in the event of Service Provider failing to perform / fulfill its commitments /  
obligations in respect of providing Services as mentioned in the RFP/Agreement, we  
(the Guarantor) shall on demand(s), from time to time from SBI, without protest or  
demur or without reference to Service Provider and not withstanding any contestation  
or existence of any dispute whatsoever between Service Provider and SBI, pay SBI  
forthwith the sums so demanded by SBI not exceeding Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees  
\_\_\_\_\_\_\_\_\_\_\_\_only).  
2. Any notice / communication / demand from SBI to the effect that Service Provider has  
failed to fulfill its commitments / obligations in respect of rendering the Services as  
mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and  
shall not be questioned by the Guarantor in or outside the court, tribunal, authority or  
arbitration as the case may be and all such demands shall be honoured by the Guarantor  
without any delay.  
3. We (the Guarantor) confirm that our obligation to the SBI, under this Guarantee shall  
be independent of the agreement or other understandings, whatsoever, between the SBI  
and Service Provider.  
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in  
writing of the SBI.  
WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-  
i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of  
any kind shown by SBI to Service Provider or any change in the terms and conditions  
of the Agreement or the Services shall not, in any way, release or discharge the Bank  
from its liabilities under this Guarantee.  
ii. This Guarantee herein contained shall be distinct and independent and shall be  
enforceable against the Guarantor, notwithstanding any Guarantee or Security now or  
hereinafter held by SBI at its discretion.  
iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the  
execution of this Guarantee by and / or on behalf of the Guarantor or by merger or  
amalgamation or any change in the Constitution or name of the Guarantor.  
iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service  
Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise  
v. This Guarantee shall be a continuing guarantee during its validity period.  
vi. This Guarantee shall remain in full force and effect for a period of \_\_ year(s) \_\_\_\_\_  
month(s) from the date of the issuance i.e. up to \_\_\_\_\_\_\_\_\_. Unless a claim under this  
Guarantee is made against us on or before \_\_\_\_\_ , all your rights under this Guarantee  
shall be forfeited and we shall be relieved and discharged from all liabilities there under.  
vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India  
alone shall have the jurisdiction to try & entertain any dispute arising out of this  
Guarantee.  
Notwithstanding anything contained herein above:  
i. Our liability under this Bank Guarantee shall not exceed Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-  
(Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)  
ii. This Bank Guarantee shall be valid upto\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee  
only and only if SBI serve upon us a written claim or demand on or before  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Yours faithfully,  
For and on behalf of bank.  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Authorised official  
FORMAT FOR EMD BANK GUARANTEE  
To:  
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EMD BANK GUARANTEE FOR  
NAME OF SERVICES TO STATE BANK OF INDIA TO MEET SUCH  
REQUIRMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP  
NO.SBI:xx:xx DATED dd/mm/yyyy  
WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai,  
and Regional offices at other State capital cities in India has invited Request to provide  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of Service) as are set out in the Request for Proposal SBI:xx:xx  
dated dd/mm/yyyy.  
2. 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 Earnest  
Money Deposit.  
3. 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)  
4. NOW THIS GUARANTEE WITNESSETH THAT  
We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bank) do hereby agree with and undertake to the  
State Bank of India, their Successors, assigns that in the event of the SBI 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 SBI, pay without demur to the SBI, a sum of  
Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) that may be demanded by SBI.  
Our guarantee shall be treated as equivalent to the Earnest Money Deposit 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  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only).  
5. We also agree to undertake to and confirm that the sum not exceeding Rs.\_\_\_\_\_\_\_\_\_\_/-  
(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur  
or protest, merely on demand from the SBI 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  
SBI 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 SBI, without protest or  
demur or without reference to Bidder and not-withstanding any contestation or existence of  
any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt  
of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall  
be independent of the agreement or agreements or other understandings between the SBI and  
the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the  
SBI.  
6. We hereby further agree that –  
a) Any forbearance or commission on the part of the SBI in enforcing the conditions of  
the said agreement or in compliance with any of the terms and conditions stipulated  
in the said Bid and/or hereunder or granting of any time or showing of any indulgence  
by the SBI 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)  
b) Our liability under these presents shall not exceed the sum of Rs.\_\_\_\_\_\_\_\_\_\_/-  
(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)  
c) 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.  
d) This guarantee shall remain in force upto 180 days provided that if so desired by the  
SBI, this guarantee shall be renewed for a further period as may be indicated by them  
on the same terms and conditions as contained herein.  
e) Our liability under this presents will terminate unless these presents are renewed as  
provided herein upto 180 days or on the day when our said constituents comply with  
their obligations, as to which a certificate in writing by the SBI alone is the conclusive  
proof, whichever date is earlier.  
f) Unless a claim or suit or action is filed against us on or before\_\_\_\_(date to be filled  
by BG issuing bank), all the rights of the SBI against us under this guarantee shall be  
forfeited and we shall be released and discharged from all our obligations and  
liabilities hereunder.  
g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India  
alone shall have the jurisdiction to try & entertain any dispute arising out of this  
guarantee.  
Notwithstanding anything contained hereinabove:  
(a) Our liability under this Bank Guarantee shall not exceed Rs……….………/- (Rupees  
…………………….only)  
(b) This Bank Guarantee shall be valid upto ……………………….  
(c) We are liable to pay the guaranteed amount or any part thereof under this Bank  
Guarantee only and only if you serve upon us a written claim or demand on or before  
……………………  
Yours faithfully,  
For and on behalf of  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Authorized official of the bank  
(Note: This guarantee will require stamp duty as applicable in the State where it is executed  
and shall be signed by the official(s) whose signature and authority shall be verified)  
Appendix–G  
Certificate of Local Content  
<Certificate from the statutory auditor or cost auditor of the company (in case of companies)  
or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers  
other than companies) giving the percentage of local content, on their letter head with  
Registration Number with seal.>  
Date:  
To,  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Dear Sir,  
Ref.: RFP No. : \_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_  
This is to certify that proposed \_\_\_\_\_\_\_\_\_\_\_\_\_\_ <details of services> is having the local  
content of \_\_\_\_\_\_\_\_\_\_\_ % as defined in the above mentioned RFP.  
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in  
India), Order 2017 including revision thereto.  
Signature of Statutory Auditor/Cost Auditor  
Registration Number:  
Seal  
Counter-signed:  
Bidder OEM  
< Certified copy of board resolution for appointment of statutory/cost auditor should also be  
enclosed with the certificate of local content.>  
OR  
Format for Self-Certification of Local Content  
Date:  
To,  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Dear Sir,  
Ref.: RFP No. : \_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_  
This is to certify that proposed \_\_\_\_\_\_\_\_\_\_\_\_\_\_ < details of services > is having the local  
content of \_\_\_\_\_\_\_\_\_\_\_ % as defined in the above mentioned RFP.  
1. The details of location(s) at which the local value addition is made are as under:  
Sl No Product details Name of place  
1  
2  
3. This certificate is submitted in reference to the Public Procurement (Preference to Make in  
India), Order 2017 including revision thereto.  
Signature of authorised official  
Name:  
Company seal:

BANK GUARANTEE FORMAT  
(TO BE STAMPED AS AN AGREEMENT)  
1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_\_\_\_\_this  
\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_201 by \_\_\_\_\_\_\_\_\_ (Name of the Bank) \_\_\_\_\_\_\_\_\_ having  
its Registered Office at \_\_\_\_\_\_\_\_\_and its Branch at \_\_\_\_\_\_\_\_\_ (hereinafter referred to  
as "the Guarantor", which expression shall, unless it be repugnant to the subject,  
meaning or context thereof, be deemed to mean and include its successors and permitted  
assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted  
under the State Bank of India Act, 1955 having its Corporate Centre at State Bank  
Bhavan, Nariman Point, Mumbai and one of its offices at\_\_\_\_\_\_\_\_\_\_\_\_(procuring  
office address), hereinafter referred to as "SBI" which expression shall, unless  
repugnant to the subject, context or meaning thereof, be deemed to mean and include  
its successors and assigns).  
2. WHEREAS M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, incorporated  
under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act having its registered office at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and principal place of business at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Service  
Provider/ Vendor” which expression shall unless repugnant to the context or meaning  
thereof shall include its successor, executor & assigns) has agreed to develop,  
implement and support \_\_\_\_\_\_\_\_\_ (name of Service) (hereinafter referred to as  
“Services”) to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx  
dated dd/mm/yyyy.  
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of  
\_\_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.  
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase  
order/Agreement dated\_\_\_\_\_\_\_\_\_, Service Provider is required to furnish a Bank  
Guarantee for a sum of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_ only) for due  
performance of the obligations of Service Provider in providing the Services, in  
accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said  
amount of Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_ only) to SBI, if Service Provider fails  
to fulfill its obligations as agreed in RFP/Agreement.  
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_  
months and in the event of failure, on the part of Service Provider, to fulfill any of its  
commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke  
the Guarantee.  
AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf  
of Service Provider, Guarantee as above, for an amount of Rs.\_\_\_\_\_\_\_\_\_\_\_/- (Rupees  
\_\_\_\_\_\_\_\_\_\_\_ only).  
NOW THIS GUARANTEE WITNESSETH THAT  
1. In consideration of SBI having agreed to entrust Service Provider for rendering  
Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and  
irrevocably guarantee that Service Provider shall fulfill its commitments and  
obligations in respect of providing the Services as mentioned in the RFP/Agreement  
and in the event of Service Provider failing to perform / fulfill its commitments /  
obligations in respect of providing Services as mentioned in the RFP/Agreement, we  
(the Guarantor) shall on demand(s), from time to time from SBI, without protest or  
demur or without reference to Service Provider and not withstanding any contestation  
or existence of any dispute whatsoever between Service Provider and SBI, pay SBI  
forthwith the sums so demanded by SBI not exceeding Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees  
\_\_\_\_\_\_\_\_\_\_\_\_only).  
2. Any notice / communication / demand from SBI to the effect that Service Provider has  
failed to fulfill its commitments / obligations in respect of rendering the Services as  
mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and  
shall not be questioned by the Guarantor in or outside the court, tribunal, authority or  
arbitration as the case may be and all such demands shall be honoured by the Guarantor  
without any delay.  
3. We (the Guarantor) confirm that our obligation to the SBI, under this Guarantee shall  
be independent of the agreement or other understandings, whatsoever, between the SBI  
and Service Provider.  
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in  
writing of the SBI.  
WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-  
i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of  
any kind shown by SBI to Service Provider or any change in the terms and conditions  
of the Agreement or the Services shall not, in any way, release or discharge the Bank  
from its liabilities under this Guarantee.  
ii. This Guarantee herein contained shall be distinct and independent and shall be  
enforceable against the Guarantor, notwithstanding any Guarantee or Security now or  
hereinafter held by SBI at its discretion.  
iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the  
execution of this Guarantee by and / or on behalf of the Guarantor or by merger or  
amalgamation or any change in the Constitution or name of the Guarantor.  
iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service  
Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise  
v. This Guarantee shall be a continuing guarantee during its validity period.  
vi. This Guarantee shall remain in full force and effect for a period of \_\_ year(s) \_\_\_\_\_  
month(s) from the date of the issuance i.e. up to \_\_\_\_\_\_\_\_\_. Unless a claim under this  
Guarantee is made against us on or before \_\_\_\_\_ , all your rights under this Guarantee  
shall be forfeited and we shall be relieved and discharged from all liabilities there under.  
vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India  
alone shall have the jurisdiction to try & entertain any dispute arising out of this  
Guarantee.  
Notwithstanding anything contained herein above:  
i. Our liability under this Bank Guarantee shall not exceed Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-  
(Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)  
ii. This Bank Guarantee shall be valid upto\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee  
only and only if SBI serve upon us a written claim or demand on or before  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Yours faithfully,  
For and on behalf of bank.  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Authorised official  
FORMAT FOR EMD BANK GUARANTEE  
To:  
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EMD BANK GUARANTEE FOR  
NAME OF SERVICES TO STATE BANK OF INDIA TO MEET SUCH  
REQUIRMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP  
NO.SBI:xx:xx DATED dd/mm/yyyy  
WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai,  
and Regional offices at other State capital cities in India has invited Request to provide  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of Service) as are set out in the Request for Proposal SBI:xx:xx  
dated dd/mm/yyyy.  
2. 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 Earnest  
Money Deposit.  
3. 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)  
4. NOW THIS GUARANTEE WITNESSETH THAT  
We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bank) do hereby agree with and undertake to the  
State Bank of India, their Successors, assigns that in the event of the SBI 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 SBI, pay without demur to the SBI, a sum of  
Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) that may be demanded by SBI.  
Our guarantee shall be treated as equivalent to the Earnest Money Deposit 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  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only).  
5. We also agree to undertake to and confirm that the sum not exceeding Rs.\_\_\_\_\_\_\_\_\_\_/-  
(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur  
or protest, merely on demand from the SBI 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  
SBI 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 SBI, without protest or  
demur or without reference to Bidder and not-withstanding any contestation or existence of  
any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt  
of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall  
be independent of the agreement or agreements or other understandings between the SBI and  
the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the  
SBI.  
6. We hereby further agree that –  
a) Any forbearance or commission on the part of the SBI in enforcing the conditions of  
the said agreement or in compliance with any of the terms and conditions stipulated  
in the said Bid and/or hereunder or granting of any time or showing of any indulgence  
by the SBI 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)  
b) Our liability under these presents shall not exceed the sum of Rs.\_\_\_\_\_\_\_\_\_\_/-  
(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)  
c) 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.  
d) This guarantee shall remain in force upto 180 days provided that if so desired by the  
SBI, this guarantee shall be renewed for a further period as may be indicated by them  
on the same terms and conditions as contained herein.  
e) Our liability under this presents will terminate unless these presents are renewed as  
provided herein upto 180 days or on the day when our said constituents comply with  
their obligations, as to which a certificate in writing by the SBI alone is the conclusive  
proof, whichever date is earlier.  
f) Unless a claim or suit or action is filed against us on or before\_\_\_\_(date to be filled  
by BG issuing bank), all the rights of the SBI against us under this guarantee shall be  
forfeited and we shall be released and discharged from all our obligations and  
liabilities hereunder.  
g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India  
alone shall have the jurisdiction to try & entertain any dispute arising out of this  
guarantee.  
Notwithstanding anything contained hereinabove:  
(a) Our liability under this Bank Guarantee shall not exceed Rs……….………/- (Rupees  
…………………….only)  
(b) This Bank Guarantee shall be valid upto ……………………….  
(c) We are liable to pay the guaranteed amount or any part thereof under this Bank  
Guarantee only and only if you serve upon us a written claim or demand on or before  
……………………  
Yours faithfully,  
For and on behalf of  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Authorized official of the bank  
(Note: This guarantee will require stamp duty as applicable in the State where it is executed  
and shall be signed by the official(s) whose signature and authority shall be verified)  
Appendix–G  
Certificate of Local Content  
<Certificate from the statutory auditor or cost auditor of the company (in case of companies)  
or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers  
other than companies) giving the percentage of local content, on their letter head with  
Registration Number with seal.>  
Date:  
To,  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Dear Sir,  
Ref.: RFP No. : \_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_  
This is to certify that proposed \_\_\_\_\_\_\_\_\_\_\_\_\_\_ <details of services> is having the local  
content of \_\_\_\_\_\_\_\_\_\_\_ % as defined in the above mentioned RFP.  
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in  
India), Order 2017 including revision thereto.  
Signature of Statutory Auditor/Cost Auditor  
Registration Number:  
Seal  
Counter-signed:  
Bidder OEM  
< Certified copy of board resolution for appointment of statutory/cost auditor should also be  
enclosed with the certificate of local content.>  
OR  
Format for Self-Certification of Local Content  
Date:  
To,  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Dear Sir,  
Ref.: RFP No. : \_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_  
This is to certify that proposed \_\_\_\_\_\_\_\_\_\_\_\_\_\_ < details of services > is having the local  
content of \_\_\_\_\_\_\_\_\_\_\_ % as defined in the above mentioned RFP.  
1. The details of location(s) at which the local value addition is made are as under:  
Sl No Product details Name of place  
1  
2  
3. This certificate is submitted in reference to the Public Procurement (Preference to Make in  
India), Order 2017 including revision thereto.  
Signature of authorised official  
Name:  
Company seal: