भारत सरकार **Government of India**

रेल मंत्रालय **Ministry of Railways**

(रेलवे बोर्ड **Railway Board)**

No: 2026/W-III/GCC/2(e-BG) (3533120) **New Delhi, Date: 16.06.2026**

To,
As per list attached

Sub.: Acceptance of e-Bank Guarantee (e-BG) in Works Contracts and PGMS/PMS/ PSSA/GC.

Ministry of Finance, vide OM No. F.1/4/2022-PPD dated 05.08.2022 has permitted e-Bank Guarantee (e-BG) as a mode of accepting Earnest Money Deposit (EMD) and Security Deposit (SD). National e-Governance Services Limited (NeSL) has established a secure system for issue and management of e-BG and the same has been integrated with IREPS.

2. "e-Bank Guarantee" (e-BG) is an irrevocable, unconditional and incontrovertible electronic contract between the Beneficiary and Guarantor.

3. e-BG is a dematerialised Bank Guarantee which can be e-stamped, e-signed, shared and retrieved digitally.

4. e-BG is issued digitally and can be authenticated and verified online.

5. e-BG will be transmitted directly to the Beneficiary through the integrated IREPS/NeSL system. SFMS confirmation from the issuing bank shall be used for automatic authentication.

6. Every Scheduled Commercial Bank intending to issue e-BG in favour of Indian Railways shall furnish a declaration, valid for two years, in the format specified in Appendix-11, to CRIS. Only such Banks which have furnished the prescribed declaration shall be permitted to issue e-BG in favour of Indian Railways. The list of such Banks shall be made available on the IREPS portal.

7. e-BG conditions shall not be changed by any party including the e-BG issuing Bank. Digital verification shall be completed within 3 days by IREPS/ IPAS.

8. The entire authentication and reconciliation process shall be handled between IPAS and IREPS, without any separate (physical or digital) verification by the Purchaser/ Beneficiary.

9. e-BG will continue to be a contract between the e-BG issuing Bank and the Beneficiary. NeSL is only a service provider for e-BG and is not the authority issuing e-BG.

10. e-BG shall be accepted only if issued by an Indian Scheduled Commercial Bank listed on the IREPS portal and having furnished the declaration specified in Appendix-9. No e-BG issued by a Bank which has not furnished such declaration shall be accepted.

11. Accounts department (PFA, Sr. DFM, etc.) shall be the custodian of the e-BG.

12. e-BG shall consist of two parts:

    a. e-BG challan: containing the variable part of the BG; and

    b. e-BG conditions: containing the applicable conditions for the BG.

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Signature Not Verified
Digitally signed by RADHEY SHYAM TIWARI
Date: 2026.11.23 17:25:25 IST
Reason: IREPS-CRIS
Location: New Delhi

13. Applications shall be submitted by bidders/ contractors for e-BG on IREPS only.

14. Indian Railways or any of the entities using e-BG through IREPS shall not be responsible in case, for any reason whatsoever, if the e-BG or any amendment to it is not received in the IREPS system in time. The responsibility for such delay shall only and completely be that of the Applicant of e-BG. CRIS is requested to put necessary notice on the IREPS and take necessary declaration from the Applicant in this regard.

15. All communication regarding release, amendment, or forfeiture shall only be through integrated IREPS and NeSL.

16. Standard Template for e-BG:
The format as specified below would be used as the standard template for e-BG. No deviation from this standard template is permitted.

Type of e-BG	Format of e-BG
Bid Security for Non-EPC	Specified in Appendix- 1.
Performance Guarantee/Security for Non-EPC	Specified in Appendix- 2.
Withdrawal of Retention Money for Non-EPC	Specified in Appendix- 3.
Advance Payment for Non-EPC	Specified in Appendix- 4.
Bid Security for EPC	Specified in Appendix- 5.
Performance Guarantee/Security for EPC	Specified in Appendix- 6.
Withdrawal of Retention Money for EPC	Specified in Appendix- 7.
Advance Payment for EPC	Specified in Appendix- 8.
Bid Security for PGMS/PMS/PSSA/GC	Specified in Appendix- 9.
Performance Guarantee/Security for PGMS/PMS/PSSA/GC	Specified in Appendix- 10.
FORMAT OF THE DECLARATION TO BE FURNISHED BY BANKS FOR ISSUANCE OF e-BG.	Specified in Appendix-11

17. In cases of partial forfeiture of e-BG, only the forfeited portion shall stand extinguished after transfer of the forfeited amount to the Beneficiary and the remaining value of the e-BG shall continue to remain valid up to the validity period of the e-BG.

18. Similarly, in cases of partial release of e-BG, e-BG issuing Bank shall be discharged of its obligation only for the released portion and the remaining value of the e-BG shall continue to remain valid up to the validity period of the e-BG.

19. These instructions shall apply for Works & PGMS/PMS/PSSA/GC tenders issued on or after the date of issue of this letter.

20. The Board shall undertake a review based on the progress achieved and the feedback received from the Zonal Railways.

21. This issues with the concurrence of Finance Directorate and approval of Board (MI & MF).

DA: As Above

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(अजीत कुमार झा)
कार्यपालक निदेशक/सिविल इंजी.(जी)/रेलवे बोर्ड
[Phone: 030-44803: Rly: 011-23383379:MTNL]
e-mail address : edceg2022@gmail.com, edceg@rb.railnet.gov.in

No. 2026/W-III/GCC/2(e-BG) (3533120) **New Delhi Dated 16.06.2026**

Copy forwarded for information to:
1. The PFAs, All Indian Railways.
2. Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi

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For Member Finance

LIST FOR DISTRIBUTION (2026/W-III/GCC/2(e-BG) (3533120) **New Delhi, Date: 16 .06.2026**

1. General Managers, All Indian Railways & Production Units
2. General Manager (Con), N.F. Railway, Guwahati
3. General Manager /CORE, Allahabad
4. Chief Administrative Officers (Con), All Indian Railways (Except N.F. Railway)
5. Principal Chief Engineers, All Indian Railways

(A)

1. CAO, COFMOW, Tilak Bridge, New Delhi
2. Principal CAO, Diesel Loco Modernization Works, Patiala (Punjab)
3. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar

(B)

1. Director General, RDSO, Manak Nagar, Lucknow
2. Director General, NAIR, Vadodara
3. Director General, IRICEN, Pune – 411 001 (Maharashtra)
4. Director General, IRIEEN, PB No.-233, Nasik Road-422101 (Maharashtra)
5. Director General, IRISET, Taa Naka Road, Lalla Guda, Secunderabad-500017
6. Director, IRIMEE, Jamalpur Distt-Jamalpur, PIN-811214 (Bihar)
7. Director General, IRITM, Sarswati Residential Estate, IRITM Campus, Manak Nagar, Lucknow

(C)

1. CMD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076
2. CMD, IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. CMD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon
4. CMD, RVNL, August Kranti Bhawan,Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi
5. CMD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
6. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001
7. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
8. Chairman, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
9. MD, CRIS, Chanakyapur, New Delhi
10. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon – 122003
11. CME, IROAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
12. CMD, IRFC Limited, UG Floor, EastTower, NBCC Place, Bhisham Pitamah Marg, LodhiRoad, Pragati Vihar, New Delhi
13. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001
14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043

Copy to:

(A)

1. General Secretary, IRCA, DRM Office, New Delhi
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi
6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AISC & STREA, Rail Bhawan, New Delhi
8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

(B)

1. Concerned PSO for kind information of Chairman cum CEO, M/Infra, M/T&RS M/O&BD, M/Finance, Railway Board
2. Adv./MR, EDPG/MR, OSD/MR, OSR(Co-ord)/MR
3. Chief Vigilance Officers, All Indian Railways
4. DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM/Tele, AM/C&IS, AM/Sig., AM(Plg.), PED(B&S), PED(Vigilance), EDCE(P), PED/Safety, PED/Gati Shakti, EDTK(M&MC), EDCE(B&S), EDF(X), ED/GS(Civil-I), ED/GS(Civil-II), ED/GS(Civil-III), ED/GS(Elect.), ED/GS(S&T), ED/GS/SD, EDW(Plg.), ED(L&A), ED(PSU), EDVE, ED(Safety), ED(Sig. Dev.), ED(EDRS(G), EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.

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Appendix-1

Para 5 of the Instructions to Tenderers of GCC

(Bid Security)

E- Bank Guarantee Bond from any scheduled commercial bank of India.

Name of the Bank: ---------

President of India,

Acting through .....,

..... Railway,

Beneficiary: PFA / FA & CAO / Sr. DFM..... Railway

Date:.....

E-Bank Guarantee Bond No.: **Date:---------**

In consideration of the President of India acting through----- ***(Designation & address of Contract Signing Railway)***, ... Railway, ..., ... (hereinafter called "The Railway") having invited the bid for_____through Notice inviting tender (NIT) No.._____, We have been informed that . . . . . ***[Insert name of the Bidder]***..... **(herein after called "the Bidder")** intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of ***[Insert required Value of*** Bid Security***]***, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS, ...***[Insert Name of the Bank]***, with its Branch .....***[Insert Address]*** having its Headquarters office at..... ***[Insert Address]***, hereinafter called the **Bank,** acting through .....***[Insert Name and Designation of the authorised persons of the Bank]***, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank],*** being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of ***[Insert required Value of Bid Security]*** as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Railway or any threatened litigation by the Bidder or Bank.

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3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee herein before shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. The Bank further agrees that the Railway shall be the sole judge as to whether the Bidder has committed default in complying with the conditions listed above and its decision that the Bidder is in default shall be final and binding on the Bank, notwithstanding any differences between the Railway and the Bidder, or any dispute between them pending before any court, tribunal, arbitrators, or any other Railway or body, or by the discharge of the Bidder for any reason whatsoever.

7. The Railway is free to change tender terms, extend bid submission or tender finalisation timelines, and choose to enforce or not enforce any tender conditions, and the Bank will still remain fully liable under this e-BG and cannot claim to be released because of such changes or indulgence.

8. This e-BG is an additional security; it does not replace any other guarantees or securities that the Railway already holds or may later hold in connection with the tender or the bidder's obligations.

9. The Beneficiary can validly invoke this e-BG simply by sending a demand that mentions the e-BG number, and such a demand will be treated as a valid and sufficient invocation.

10. This guarantee will remain valid and effective from.....***[insert date of issue]***till .....***[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]***. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

11. The E-Bank Guarantee is unconditional and irrevocable.

12. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

13. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

14. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

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Date .....

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters] .....

[Designation with Code No.].....

[P/Attorney] No.

Bank's Seal

*[P/Attorney]*No.

Note: All italicized text is for guidance on how to prepare this e-BG and shall be deleted from the final document.

e-BG towards Bid Security

Challan for the e-BG

1. Challan reference:

IREPS Reference ID (Unique Reference Number)	*<Some number to be automatically generated by IREPS>*
Challan Date	DD.MM.YYYY *<To be automatically fetched by IREPS>*

2. Beneficiary Details:

Beneficiary Details	*<The associate paying Railway for the tender issuing Railway. To be automatically fetched by IREPS>*
Bank Details of the Beneficiary	*i. Account Number* *ii. Bank Name* *iii. IFSC* *<To be automatically fetched by IREPS>*

3. Tender Details:

Tender No.	*<To be automatically fetched by IREPS>* *<Should not be edited by the Bank>*
Tender closing date	*<To be automatically fetched by IREPS>*
Railway Zone	*<To be automatically fetched by IREPS>*
Railway Unit	*<To be automatically fetched by IREPS>*
Railway Department	*<To be automatically fetched by IREPS>*

4. Bidder Details:

Bidder Name	*<To be automatically fetched by IREPS>*
Bidder ID	*<To be automatically fetched by IREPS>*
Country of Registration of the Bidder	*<To be automatically fetched by IREPS from the vendor master>*
Nature of Constitution of the Bidder	*<i.e. proprietor or company, etc. To be automatically fetched by IREPS from the vendor master>*

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Contact person	***<To be entered by the bidder>***
Contact number and email	***<To be entered by the bidder>***

5. Bank Details of the Bidder:

Details of the Bank in India through which the bidder wishes to apply for e-BG	*i. Bank Name:* *ii. IFSC:* ***<To be entered by the bidder>***

6. e-BG Amount and Validity Details:

Currency in which e-BG is required	_____ *<To be selected from dropdown by bidder>*
e-BG Amount	_____ *<To be automatically fetched by IREPS>*
Validity period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*
Claim Lodging Period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*

7. Details of Railways for entering into SFMS (Structured Financial Messaging System):

IFSC	SBIN000RAIL
IFSC Type	BRANCH
Bank Name	STATE BANK OF INDIA
Branch Name	RAIL
City Name	NAVI MUMBAI
Address	SECTOR-11, CBD BELAPUR,NAVI MUMBAI
District	NAVI MUMBAI
State	MAHARASHTRA
BG Enabled	YES

8. Details of the Bank Officer issuing e-BG:

Name of the Officer	<To be entered by the Bank at the time of issuing e-BG>
Designation	
Employee Code	
Email Id	
Contact Number	

***

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Appendix-2

Para 16 (4) of Part-II of GCC

(Performance Security)

E- Bank Guarantee Bond from any scheduled commercial bank of India.

[The General Manager],

……., [Railway],

……

Beneficiary: PFA / FA & CAO / Sr. DFM…… Railway

Date:……

E-Bank Guarantee Bond No.: **Date:--------**

Reference:- Contract No_____, awarded on_____.

WHEREAS:

(A) …… (insert name and address of the contractor) (hereinafter called the "**Contractor**") and (insert name and address of the project Railway), (hereinafter called the"**Railway**") have entered into an agreement (herein after called the "**Agreement**") for ……in the …….. Railway zone, subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period/ Defects Liability Period} (as defined in the Agreement) in a sum of Rs….. cr. (Rupees …….. crore) (the "**Guarantee Amount**").

(C) We,……..through our branch at……(the "**Bank**") have agreed to furnish this e-bank guarantee (here in after called the "**Guarantee**") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the [mention Finance Officer of the Railway], upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Railway shall claim, without the Railway being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Railway, under the hand of an officer not below the rank of [***in the ***] Railway, that the Contractor has committed default in the due and faithful performance of all or any

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of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank.

The Bank further agrees that the Railway shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Railway and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Railway shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Railway to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. The Railway shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and / or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Railway against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Railway, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Railway of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Railway or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Railway in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Railway on the Bank under this Guarantee all rights of the Railway under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Railway in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post

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and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Railway that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Railway pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

(i) The e-BG should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

e-BG towards Performance Security

Challan for the e-BG

1. Challan reference:

IREPS Reference ID (Unique Reference Number)	*<Some number to be automatically generated by IREPS>*
Challan Date	DD.MM.YYYY *<To be automatically fetched by IREPS>*

2. Beneficiary Details:

Beneficiary Details	*<The associate paying Railway for the tender issuing Railway. To be automatically fetched by IREPS>*
Bank Details of the Beneficiary	*iv. Account Number* *v. Bank Name* *vi. IFSC* *<To be automatically fetched by IREPS>*

3. TenderDetails:

Tender No.	*<To be automatically fetched by IREPS>* *<Should not be edited by the Bank>*

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Tender closing date	*<To be automatically fetched by IREPS>*
Railway Zone	*<To be automatically fetched by IREPS>*
Railway Unit	*<To be automatically fetched by IREPS>*
Railway Department	*<To be automatically fetched by IREPS>*

4. Bidder Details:

Bidder Name	*<To be automatically fetched by IREPS>*
Bidder ID	*<To be automatically fetched by IREPS>*
Country of Registration of the Bidder	*<To be automatically fetched by IREPS from the vendor master>*
Nature of Constitution of the Bidder	*<i.e. proprietor or company, etc. To be automatically fetched by IREPS from the vendor master>*
Contact person	***<To be entered by the bidder>***
Contact number and email	***<To be entered by the bidder>***

5. Bank Details of the Bidder:

Details of the Bank in India through which the bidder wishes to apply for e-BG	*iii. Bank Name:* *iv. IFSC:* ***<To be entered by the bidder>***

6. e-BG Amount and Validity Details:

Currency in which e-BG is required	_____ *<To be selected from dropdown by bidder>*
e-BG Amount	_____ *<To be automatically fetched by IREPS>*
Validity period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*
Claim Lodging Period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*

7. Details of Railways for entering into SFMS (Structured Financial Messaging System):

IFSC	SBIN000RAIL
IFSC Type	BRANCH
Bank Name	STATE BANK OF INDIA
Branch Name	RAIL
City Name	NAVI MUMBAI
Address	SECTOR-11, CBD BELAPUR,NAVI MUMBAI
District	NAVI MUMBAI
State	MAHARASHTRA
BG Enabled	YES

8. Details of the Bank Officer issuing e-BG:

Name of the Officer	<To be entered by the Bank at the time of issuing e-BG>
Designation	
Employee Code	
Email Id	
Contact Number	

***

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Appendix-3

Para 16 (1) of Part-II of GCC

Form of Guarantee for Withdrawal of Retention Money

E- Bank Guarantee Bond from any scheduled commercial bank of India.

[The General Manager],

……., [Railway],

……

Beneficiary: PFA / FA & CAO / Sr. DFM…… Railway

Date:……

E-Bank Guarantee Bond No.: **Date:--------**

Reference:- Contract No_____, awarded on_____.

WHEREAS:

(A) [insert name and address of the contractor] (hereinafter called the "**Contractor**") has executed an agreement (hereinafter called the "**Agreement**") with the [name and address of the project Railway), (hereinafter called the "**Railway**") for …… in the …….. Railway zone, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with the Agreement, the Contractor may withdraw the retention money (hereinafter called the "**Retention Money**") after furnishing to the Railway a bank guarantee for an amount equal to the proposed withdrawal.

(C) We,……..through our branch at ……..(the "**Bank**") have agreed to furnish this E-bank guarantee (hereinafter called the "**Guarantee**") for the amount of Rs……cr. (Rupees crore) (the "**Guarantee Amount**").

NOW, THEREFORE, the Bank hereby unconditionally and irrevocably guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably undertakes to pay to the Railway, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Railway shall claim, without the Railway being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Railway, under the hand of an officer not below the rank of [***in the ***] Railway, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Railway shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Railway and the Contractor, or any dispute between

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them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Railway shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Railway to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. The Railway shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and / or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Railway against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Railway, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Railway of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Railway or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Railway in respect of or relating to the Retention Money.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Railway on the Bank under this Guarantee all rights of the Railway under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect 15 (fifteen) days after the date of the Completion Certificate specified in Clause 12.4 of the Agreement.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Railway in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Railway that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Railway pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ....., 20..... at .....

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SIGNED, SEALED AND DELIVERED
For and on behalf of the Bank by:
(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

(i) The e-bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

e-BG towards Withdrawal of Retention Money

Challan for the e-BG

1. Challan reference:

IREPS Reference ID (Unique Reference Number)	*<Some number to be automatically generated by IREPS>*
Challan Date	DD.MM.YYYY *<To be automatically fetched by IREPS>*

2. Beneficiary Details:

Beneficiary Details	*<The associate paying Railway for the tender issuing Railway. To be automatically fetched by IREPS>*
Bank Details of the Beneficiary	*vii. Account Number* *viii. Bank Name* *ix. IFSC* *<To be automatically fetched by IREPS>*

3. TenderDetails:

Tender No.	*<To be automatically fetched by IREPS>* *<Should not be edited by the Bank>*
Tender closing date	*<To be automatically fetched by IREPS>*
Railway Zone	*<To be automatically fetched by IREPS>*
Railway Unit	*<To be automatically fetched by IREPS>*
Railway Department	*<To be automatically fetched by IREPS>*

4. Bidder Details:

Bidder Name	*<To be automatically fetched by IREPS>*
Bidder ID	*<To be automatically fetched by IREPS>*
Country of Registration of the Bidder	*<To be automatically fetched by IREPS from the vendor master>*

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Nature of Constitution of the Bidder	*<i.e. proprietor or company, etc. To be automatically fetched by IREPS from the vendor master>*
Contact person	***<To be entered by the bidder>***
Contact number and email	***<To be entered by the bidder>***

5. Bank Details of the Bidder:

Details of the Bank in India through which the bidder wishes to apply for e-BG	*v. Bank Name:* *vi. IFSC:* ***<To be entered by the bidder>***

6. e-BG Amount and Validity Details:

Currency in which e-BG is required	_____ *<To be selected from dropdown by bidder>*
e-BG Amount	_____ *<To be automatically fetched by IREPS>*
Validity period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*
Claim Lodging Period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*

7. Details of Railways for entering into SFMS (Structured Financial Messaging System):

IFSC	SBIN000RAIL
IFSC Type	BRANCH
Bank Name	STATE BANK OF INDIA
Branch Name	RAIL
City Name	NAVI MUMBAI
Address	SECTOR-11, CBD BELAPUR,NAVI MUMBAI
District	NAVI MUMBAI
State	MAHARASHTRA
BG Enabled	YES

8. Details of the Bank Officer issuing e-BG:

Name of the Officer	<To be entered by the Bank at the time of issuing e-BG>
Designation	
Employee Code	
Email Id	
Contact Number	

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Appendix-4

Para 46 (4) of Part-II of GCC

Form of Guarantee for Advance Payment

E- Bank Guarantee Bond from any scheduled commercial bank of India.

[The General Manager],

……., [Railway],

……

Beneficiary: PFA / FA & CAO / Sr. DFM…… Railway

Date:……

E-Bank Guarantee Bond No.: **Date:---------**

Reference:- Contract No_____, awarded on_____.

WHEREAS:

(A) [insert name and address of the contractor] (hereinafter called the "**Contractor**") has executed an agreement (hereinafter called the "**Agreement**") with the [name and address of the project Railway), (hereinafter called the "**Railway**") for …….. in the …….. Railway zone, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with the Agreement, the Railway shall make to the Contractor advance payment (herein after called "**Advance Payment**"); and that the Advance Payment shall be made in two installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a Bank for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second} installment of the Advance Payment is Rs. ……cr. (Rupees ……crore) and the amount of this Guarantee is Rs. …… cr. (Rupees …… crore) (the "**Guarantee Amount**").

(C) We,……through our branch at…… (the "**Bank**") have agreed to furnish this E-bank guarantee (hereinafter called the "**Guarantee**") for the amount of Rs……cr. (Rupees crore) (the "**Guarantee Amount**").

NOW, THEREFORE, the Bank hereby unconditionally and irrevocably guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Railway, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Railway shall claim, without the Railway being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

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2. A letter from the Railway, under the hand of an officer not below the rank of [***in the ***] Railway, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Railway shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Railway and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Railway shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Railway to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. The Railway shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Railway against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Railway, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Railway of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Railway or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Railway in respect of or relating to the Advance Payment.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Railway on the Bank under this Guarantee all rights of the Railway under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****.$ Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Railway in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope

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containing the notice was posted and a certificate signed by an officer of the Railway that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Railway pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

(i) The e-bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

e-BG towards Advance Payment

Challan for the e-BG

1. Challan reference:

IREPS Reference ID (Unique Reference Number)	*<Some number to be automatically generated by IREPS>*
Challan Date	DD.MM.YYYY *<To be automatically fetched by IREPS>*

2. Beneficiary Details:

Beneficiary Details	*<The associate paying Railway for the tender issuing Railway. To be automatically fetched by IREPS>*
Bank Details of the Beneficiary	*x. Account Number* *xi. Bank Name* *xii. IFSC* *<To be automatically fetched by IREPS>*

3. TenderDetails:

Tender No.	*<To be automatically fetched by IREPS>* *<Should not be edited by the Bank>*

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Tender closing date	*<To be automatically fetched by IREPS>*
Railway Zone	*<To be automatically fetched by IREPS>*
Railway Unit	*<To be automatically fetched by IREPS>*
Railway Department	*<To be automatically fetched by IREPS>*

4. Bidder Details:

Bidder Name	*<To be automatically fetched by IREPS>*
Bidder ID	*<To be automatically fetched by IREPS>*
Country of Registration of the Bidder	*<To be automatically fetched by IREPS from the vendor master>*
Nature of Constitution of the Bidder	*<i.e. proprietor or company, etc. To be automatically fetched by IREPS from the vendor master>*
Contact person	***<To be entered by the bidder>***
Contact number and email	***<To be entered by the bidder>***

5. Bank Details of the Bidder:

Details of the Bank in India through which the bidder wishes to apply for e-BG	*vii. Bank Name:* *viii. IFSC:* ***<To be entered by the bidder>***

6. e-BG Amount and Validity Details:

Currency in which e-BG is required	*<To be selected from dropdown by bidder>*
e-BG Amount	*<To be automatically fetched by IREPS>*
Validity period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*
Claim Lodging Period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*

7. Details of Railways for entering into SFMS (Structured Financial Messaging System):

IFSC	SBIN000RAIL
IFSC Type	BRANCH
Bank Name	STATE BANK OF INDIA
Branch Name	RAIL
City Name	NAVI MUMBAI
Address	SECTOR-11, CBD BELAPUR,NAVI MUMBAI
District	NAVI MUMBAI
State	MAHARASHTRA
BG Enabled	YES

8. Details of the Bank Officer issuing e-BG:

Name of the Officer	<To be entered by the Bank at the time of issuing e-BG>
Designation	
Employee Code	
Email Id	
Contact Number	

***

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Appendix-5
Para 1.2.4 of RFP

(Bid Security)

E- Bank Guarantee Bond from any scheduled commercial bank of India.

Name of the Bank: ----------

President of India,

Acting through .....,

..... Railway,

Beneficiary: PFA / FA & CAO / Sr. DFM..... Railway

Date:.....

E-Bank Guarantee Bond No.: **Date:---------**

In consideration of the President of India acting through----- ***(Designation & address of Contract Signing Railway)***, ... Railway, ..., ... (hereinafter called "The Railway") having invited the bid for_____through Notice inviting tender (NIT) No._____, We have been informed that . . . . . ***[Insert name of the Bidder]***..... **(herein after called "the Bidder")** intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of ***[Insert required Value of*** Bid Security***]***, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS, ...***[Insert Name of the Bank]***, with its Branch .....***[Insert Address]*** having its Headquarters office at..... ***[Insert Address]***, hereinafter called the **Bank,** acting through .....***[Insert Name and Designation of the authorised persons of the Bank]***, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned [Insert name(s) of ***authorized representatives of the Bank],*** being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of ***[Insert required Value of Bid Security]*** as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Railway or any threatened litigation by the Bidder or Bank.

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3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee herein before shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. The Bank further agrees that the Railway shall be the sole judge as to whether the Bidder has committed default in complying with the conditions listed above and its decision that the Bidder is in default shall be final and binding on the Bank, notwithstanding any differences between the Railway and the Bidder, or any dispute between them pending before any court, tribunal, arbitrators, or any other Railway or body, or by the discharge of the Bidder for any reason whatsoever.

7. The Railway is free to change tender terms, extend bid submission or tender finalisation timelines, and choose to enforce or not enforce any tender conditions, and the Bank will still remain fully liable under this e-BG and cannot claim to be released because of such changes or indulgence.

8. This e-BG is an additional security; it does not replace any other guarantees or securities that the Railway already holds or may later hold in connection with the tender or the bidder's obligations.

9. The Beneficiary can validly invoke this e-BG simply by sending a demand that mentions the e-BG number, and such a demand will be treated as a valid and sufficient invocation.

10. This guarantee will remain valid and effective from.....***[insert date of issue]***till .....***[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]***. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

11. The E-Bank Guarantee is unconditional and irrevocable.

12. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

13. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

14. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

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Date .....

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters] .....

[Designation with Code No.].....

[P/Attorney] No.

Bank's Seal

*[P/Attorney]*No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

e-BG towards Bid Security

Challan for the e-BG

1. Challan reference:

IREPS Reference ID (Unique Reference Number)	*<Some number to be automatically generated by IREPS>*
Challan Date	DD.MM.YYYY *<To be automatically fetched by IREPS>*

2. Beneficiary Details:

Beneficiary Details	*<The associate paying Railway for the tender issuing Railway. To be automatically fetched by IREPS>*
Bank Details of the Beneficiary	*xiii. Account Number* *xiv. Bank Name* *xv. IFSC* *<To be automatically fetched by IREPS>*

3. TenderDetails:

Tender No.	*<To be automatically fetched by IREPS>* *<Should not be edited by the Bank>*
Tender closing date	*<To be automatically fetched by IREPS>*
Railway Zone	*<To be automatically fetched by IREPS>*
Railway Unit	*<To be automatically fetched by IREPS>*
Railway Department	*<To be automatically fetched by IREPS>*

4. Bidder Details:

Bidder Name	*<To be automatically fetched by IREPS>*
Bidder ID	*<To be automatically fetched by IREPS>*
Country of Registration of the Bidder	*<To be automatically fetched by IREPS from the vendor master>*
Nature of Constitution of the Bidder	*<i.e. proprietor or company, etc. To be automatically fetched by IREPS from the vendor master>*

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Contact person	***<To be entered by the bidder>***
Contact number and email	***<To be entered by the bidder>***

5. Bank Details of the Bidder:

Details of the Bank in India through which the bidder wishes to apply for e-BG	*ix. Bank Name:* *x. IFSC:* ***<To be entered by the bidder>***

6. e-BG Amount and Validity Details:

Currency in which e-BG is required	_____ *<To be selected from dropdown by bidder>*
e-BG Amount	_____ *<To be automatically fetched by IREPS>*
Validity period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*
Claim Lodging Period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*

7. Details of Railways for entering into SFMS (Structured Financial Messaging System):

IFSC	SBIN000RAIL
IFSC Type	BRANCH
Bank Name	STATE BANK OF INDIA
Branch Name	RAIL
City Name	NAVI MUMBAI
Address	SECTOR-11, CBD BELAPUR,NAVI MUMBAI
District	NAVI MUMBAI
State	MAHARASHTRA
BG Enabled	YES

8. Details of the Bank Officer issuing e-BG:

Name of the Officer	<To be entered by the Bank at the time of issuing e-BG>
Designation	
Employee Code	
Email Id	
Contact Number	

***

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SCHEDULE – F **Appendix-6**

(See Clauses 7.1.1, 7.5.3 and 17.2)

Annex-I
(See Clause 7.1.1)

Performance Security
E- Bank Guarantee Bond from any scheduled commercial bank of India.

[The General Manager],

……., [Railway],

……

Beneficiary: PFA / FA & CAO / Sr. DFM…… Railway

Date:……

E-Bank Guarantee Bond No.: **Date:---------**

Reference:- Contract No_____, awarded on_____.

WHEREAS:

(A) ……(insert name and address of the contractor) (hereinafter called the "**Contractor**") and (insert name and address of the project Railway), (hereinafter called the **Railway**") have entered into an agreement (herein after called the "**Agreement**") for ……..in the …….. Railway zone on Engineering, Procurement and Construction (the "**EPC**") basis, subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period/ Defects Liability Period} (as defined in the Agreement) in a sum of Rs….. cr. (Rupees …….. crore) (the "**Guarantee Amount**").

(C) We,……..through our branch at……(the "**Bank**") have agreed to furnish this e-bank guarantee (here in after called the "**Guarantee**") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the [mention Finance Officer of the Railway], upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Railway shall claim, without the Railway being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

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2. A letter from the Railway, under the hand of an officer not below the rank of [***in the ***] Railway, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Railway shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Railway and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Railway shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the ~~Authority~~ Railway to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. The Railway shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and / or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Railway against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Railway, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Railway of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Railway or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Railway in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Railway on the Bank under this Guarantee all rights of the Railway under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Railway in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall

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be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Railway that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Railway pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

(i) The e-BG should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

e-BG towards Performance Security

Challan for the e-BG

1. Challan reference:

IREPS Reference ID (Unique Reference Number)	*<Some number to be automatically generated by IREPS>*
Challan Date	DD.MM.YYYY *<To be automatically fetched by IREPS>*

2. Beneficiary Details:

Beneficiary Details	*<The associate paying Railway for the tender issuing Railway. To be automatically fetched by IREPS>*
Bank Details of the Beneficiary	*xvi. Account Number* *xvii. Bank Name* *xviii. IFSC* *<To be automatically fetched by IREPS>*

3. TenderDetails:

Tender No.	*<To be automatically fetched by IREPS>*

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	<Should not be edited by the Bank>
Tender closing date	*<To be automatically fetched by IREPS>*
Railway Zone	*<To be automatically fetched by IREPS>*
Railway Unit	*<To be automatically fetched by IREPS>*
Railway Department	*<To be automatically fetched by IREPS>*

4. Bidder Details:

Bidder Name	*<To be automatically fetched by IREPS>*
Bidder ID	*<To be automatically fetched by IREPS>*
Country of Registration of the Bidder	*<To be automatically fetched by IREPS from the vendor master>*
Nature of Constitution of the Bidder	*<i.e. proprietor or company, etc. To be automatically fetched by IREPS from the vendor master>*
Contact person	***<To be entered by the bidder>***
Contact number and email	***<To be entered by the bidder>***

5. Bank Details of the Bidder:

Details of the Bank in India through which the bidder wishes to apply for e-BG	*xi. Bank Name:* *xii. IFSC:* ***<To be entered by the bidder>***

6. e-BG Amount and Validity Details:

Currency in which e-BG is required	_____ *<To be selected from dropdown by bidder>*
e-BG Amount	_____ *<To be automatically fetched by IREPS>*
Validity period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*
Claim Lodging Period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*

7. Details of Railways for entering into SFMS (Structured Financial Messaging System):

IFSC	SBIN000RAIL
IFSC Type	BRANCH
Bank Name	STATE BANK OF INDIA
Branch Name	RAIL
City Name	NAVI MUMBAI
Address	SECTOR-11, CBD BELAPUR,NAVI MUMBAI
District	NAVI MUMBAI
State	MAHARASHTRA
BG Enabled	YES

8. Details of the Bank Officer issuing e-BG:

Name of the Officer	<To be entered by the Bank at the time of issuing e-BG>
Designation	
Employee Code	
Email Id	
Contact Number	

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Annex – II Appendix-7

(Schedule - F)
(See Clause 7.5.3)

Form of Guarantee for Withdrawal of Retention Money

E- Bank Guarantee Bond from any scheduled commercial bank of India.

[The General Manager],

……., [Railway],

……

Beneficiary: PFA / FA & CAO / Sr. DFM…… Railway

Date:……

E-Bank Guarantee Bond No.: **Date:---------**

Reference:- Contract No_____, awarded on_____.

WHEREAS:

(A) [insert name and address of the contractor] (hereinafter called the "**Contractor**") has executed an agreement (hereinafter called the "**Agreement**") with the [name and address of the project Railway), (hereinafter called the "**Railway**") for …… in the …….. Railway zone on Engineering, Procurement and Construction (the "**EPC**") basis, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with Clause 7.5.3 of the Agreement, the Contractor may withdraw the retention money (hereinafter called the "**Retention Money**") after furnishing to the Railway a bank guarantee for an amount equal to the proposed withdrawal.

(C) We,……..through our branch at ……..(the "**Bank**") have agreed to furnish this E-bank guarantee (hereinafter called the "**Guarantee**") for the amount of Rs……cr. (Rupees crore) (the "**Guarantee Amount**").

NOW, THEREFORE, the Bank hereby unconditionally and irrevocably guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably undertakes to pay to the Railway, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Railway shall claim, without the Railway being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Railway, under the hand of an officer not below the rank of [***in the ***] Railway, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Railway shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Railway and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.

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3. In order to give effect to this Guarantee, the Railway shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the ~~Authority~~ Railway to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. The Railway shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and / or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Railway against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Railway, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Railway of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Railway or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Railway in respect of or relating to the Retention Money.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Railway on the Bank under this Guarantee all rights of the Railway under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect 15 (fifteen) days after the date of the Completion Certificate specified in Clause 12.4 of the Agreement.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Railway in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Railway that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Railway pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ....., 20..... at .....

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SIGNED, SEALED AND DELIVERED
For and on behalf of the Bank by:
(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

(i) The e-bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

e-BG towards Withdrawal of Retention Money

Challan for the e-BG

1. Challan reference:

IREPS Reference ID (Unique Reference Number)	*<Some number to be automatically generated by IREPS>*
Challan Date	DD.MM.YYYY *<To be automatically fetched by IREPS>*

2. Beneficiary Details:

Beneficiary Details	*<The associate paying Railway for the tender issuing Railway. To be automatically fetched by IREPS>*
Bank Details of the Beneficiary	*xix. Account Number* *xx. Bank Name* *xxi. IFSC* *<To be automatically fetched by IREPS>*

3. TenderDetails:

Tender No.	*<To be automatically fetched by IREPS>* *<Should not be edited by the Bank>*
Tender closing date	*<To be automatically fetched by IREPS>*
Railway Zone	*<To be automatically fetched by IREPS>*
Railway Unit	*<To be automatically fetched by IREPS>*
Railway Department	*<To be automatically fetched by IREPS>*

4. Bidder Details:

Bidder Name	*<To be automatically fetched by IREPS>*
Bidder ID	*<To be automatically fetched by IREPS>*
Country of Registration of the Bidder	*<To be automatically fetched by IREPS from the vendor master>*
Nature of Constitution of the Bidder	*<i.e. proprietor or company, etc. To be automatically*

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	fetched by IREPS from the vendor master>
Contact person	***<To be entered by the bidder>***
Contact number and email	***<To be entered by the bidder>***

5. Bank Details of the Bidder:

Details of the Bank in India through which the bidder wishes to apply for e-BG	*xiii. Bank Name:* *xiv. IFSC:* ***<To be entered by the bidder>***

6. e-BG Amount and Validity Details:

Currency in which e-BG is required	_____ *<To be selected from dropdown by bidder>*
e-BG Amount	_____ *<To be automatically fetched by IREPS>*
Validity period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*
Claim Lodging Period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*

7. Details of Railways for entering into SFMS (Structured Financial Messaging System):

IFSC	SBIN000RAIL
IFSC Type	BRANCH
Bank Name	STATE BANK OF INDIA
Branch Name	RAIL
City Name	NAVI MUMBAI
Address	SECTOR-11, CBD BELAPUR,NAVI MUMBAI
District	NAVI MUMBAI
State	MAHARASHTRA
BG Enabled	YES

8. Details of the Bank Officer issuing e-BG:

Name of the Officer	<To be entered by the Bank at the time of issuing e-BG>
Designation	
Employee Code	
Email Id	
Contact Number	

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Annex – III **Appendix-8**
(Schedule - F)
(See Clause 17.2)

Form of Guarantee for Advance Payment

E- Bank Guarantee Bond from any scheduled commercial bank of India.

[The General Manager],

……., [Railway],

……

Beneficiary: PFA / FA & CAO / Sr. DFM…… Railway

Date:……

E-Bank Guarantee Bond No.: **Date:--------**

Reference:- Contract No_____, awarded on_____.

WHEREAS:

(A) [insert name and address of the contractor] (hereinafter called the "**Contractor**") has executed an agreement (hereinafter called the "**Agreement**") with the [name and address of the project Railway), (hereinafter called the "**Railway**") for …….. in the …….. Railway zone on Engineering, Procurement and Construction (the "**EPC**") basis, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with Clause 17.2 of the Agreement, the Railway shall make to the Contractor advance payment (herein after called "**Advance Payment**") and that the Advance Payment shall be made in two installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a Bank for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second} installment of the Advance Payment is Rs. ……cr. (Rupees ……crore) and the amount of this Guarantee is Rs. …… cr. (Rupees …… crore) (the "**Guarantee Amount**").

(C) We,……through our branch at…… (the "**Bank**") have agreed to furnish this E-bank guarantee (hereinafter called the "**Guarantee**") for the amount of Rs……cr. (Rupees crore) (the "**Guarantee Amount**").

NOW, THEREFORE, the Bank hereby unconditionally and irrevocably guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Railway, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Railway shall claim, without the Railway being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

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2. A letter from the Railway, under the hand of an officer not below the rank of [***in the ***] Railway, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Railway shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Railway and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Railway shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the ~~Authority~~ Railway to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. The Railway shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Railway against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Railway, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Railway of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Railway or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Railway in respect of or relating to the Advance Payment.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Railway on the Bank under this Guarantee all rights of the Railway under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****.$ Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Railway in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope

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containing the notice was posted and a certificate signed by an officer of the Railway that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Railway pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

(i) The e-bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

e-BG towards Advance Payment

Challan for the e-BG

1. Challan reference:

IREPS Reference ID (Unique Reference Number)	*<Some number to be automatically generated by IREPS>*
Challan Date	DD.MM.YYYY *<To be automatically fetched by IREPS>*

2. Beneficiary Details:

Beneficiary Details	*<The associate paying Railway for the tender issuing Railway. To be automatically fetched by IREPS>*
Bank Details of the Beneficiary	*xxii. Account Number* *xxiii. Bank Name* *xxiv. IFSC* *<To be automatically fetched by IREPS>*

3. TenderDetails:

Tender No.	*<To be automatically fetched by IREPS>* *<Should not be edited by the Bank>*

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Tender closing date	*<To be automatically fetched by IREPS>*
Railway Zone	*<To be automatically fetched by IREPS>*
Railway Unit	*<To be automatically fetched by IREPS>*
Railway Department	*<To be automatically fetched by IREPS>*

4. Bidder Details:

Bidder Name	*<To be automatically fetched by IREPS>*
Bidder ID	*<To be automatically fetched by IREPS>*
Country of Registration of the Bidder	*<To be automatically fetched by IREPS from the vendor master>*
Nature of Constitution of the Bidder	*<i.e. proprietor or company, etc. To be automatically fetched by IREPS from the vendor master>*
Contact person	***<To be entered by the bidder>***
Contact number and email	***<To be entered by the bidder>***

5. Bank Details of the Bidder:

Details of the Bank in India through which the bidder wishes to apply for e-BG	*xv. Bank Name:* *xvi. IFSC:* ***<To be entered by the bidder>***

6. e-BG Amount and Validity Details:

Currency in which e-BG is required	_____ *<To be selected from dropdown by bidder>*
e-BG Amount	_____ *<To be automatically fetched by IREPS>*
Validity period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*
Claim Lodging Period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*

7. Details of Railways for entering into SFMS (Structured Financial Messaging System):

IFSC	SBIN000RAIL
IFSC Type	BRANCH
Bank Name	STATE BANK OF INDIA
Branch Name	RAIL
City Name	NAVI MUMBAI
Address	SECTOR-11, CBD BELAPUR,NAVI MUMBAI
District	NAVI MUMBAI
State	MAHARASHTRA
BG Enabled	YES

8. Details of the Bank Officer issuing e-BG:

Name of the Officer	<To be entered by the Bank at the time of issuing e-BG>
Designation	
Employee Code	
Email Id	
Contact Number	

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Appendix-9

Para 2.3 of the Instructions to Bidders

(Bid Security)

E- Bank Guarantee Bond from any scheduled commercial bank of India.

Name of the Bank: ----------

President of India,

Acting through .....,

..... Railway,

Beneficiary: PFA / FA & CAO / Sr. DFM..... Railway

Date:.....

E-Bank Guarantee Bond No.: **Date:---------**

In consideration of the President of India acting through----- ***(Designation & address of Contract Signing Railway)***, ... Railway, ..., ... (hereinafter called "The Railway") having invited the bid for_____through Notice inviting tender (NIT) No.._____, We have been informed that . . . . . ***[Insert name of the Bidder]***..... **(herein after called "the Bidder")** intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of ***[Insert required Value of*** Bid Security***]***, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS, ...***[Insert Name of the Bank]***, with its Branch .....***[Insert Address]*** having its Headquarters office at..... ***[Insert Address]***, hereinafter called the **Bank,** acting through .....***[Insert Name and Designation of the authorised persons of the Bank]***, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned [Insert name(s) of ***authorized representatives of the Bank],*** being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of ***[Insert required Value of Bid Security]*** as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Railway or any threatened litigation by the Bidder or Bank.

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3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee herein before shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. The Bank further agrees that the Railway shall be the sole judge as to whether the Bidder has committed default in complying with the conditions listed above and its decision that the Bidder is in default shall be final and binding on the Bank, notwithstanding any differences between the Railway and the Bidder, or any dispute between them pending before any court, tribunal, arbitrators, or any other Railway or body, or by the discharge of the Bidder for any reason whatsoever.

7. The Railway is free to change tender terms, extend bid submission or tender finalisation timelines, and choose to enforce or not enforce any tender conditions, and the Bank will still remain fully liable under this e-BG and cannot claim to be released because of such changes or indulgence.

8. This e-BG is an additional security; it does not replace any other guarantees or securities that the Railway already holds or may later hold in connection with the tender or the bidder's obligations.

9. The Beneficiary can validly invoke this e-BG simply by sending a demand that mentions the e-BG number, and such a demand will be treated as a valid and sufficient invocation.

10. This guarantee will remain valid and effective from.....***[insert date of issue]***till .....***[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]***. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

11. The E-Bank Guarantee is unconditional and irrevocable.

12. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

13. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

14. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

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Date .....

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters] .....

[Designation with Code No.].....

[P/Attorney] No.

Bank's Seal

*[P/Attorney]*No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

e-BG towards Bid Security

Challan for the e-BG

1. Challan reference:

IREPS Reference ID (Unique Reference Number)	*<Some number to be automatically generated by IREPS>*
Challan Date	DD.MM.YYYY *<To be automatically fetched by IREPS>*

2. Beneficiary Details:

Beneficiary Details	*<The associate paying Railway for the tender issuing Railway. To be automatically fetched by IREPS>*
Bank Details of the Beneficiary	*xxv. Account Number* *xxvi. Bank Name* *xxvii. IFSC* *<To be automatically fetched by IREPS>*

3. TenderDetails:

Tender No.	*<To be automatically fetched by IREPS>* *<Should not be edited by the Bank>*
Tender closing date	*<To be automatically fetched by IREPS>*
Railway Zone	*<To be automatically fetched by IREPS>*
Railway Unit	*<To be automatically fetched by IREPS>*
Railway Department	*<To be automatically fetched by IREPS>*

4. Bidder Details:

Bidder Name	*<To be automatically fetched by IREPS>*
Bidder ID	*<To be automatically fetched by IREPS>*
Country of Registration of the Bidder	*<To be automatically fetched by IREPS from the vendor master>*
Nature of Constitution of the Bidder	*<i.e. proprietor or company, etc. To be automatically fetched by IREPS from the vendor master>*

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Contact person	***<To be entered by the bidder>***
Contact number and email	***<To be entered by the bidder>***

5. Bank Details of the Bidder:

Details of the Bank in India through which the bidder wishes to apply for e-BG	*xvii. Bank Name:* *xviii. IFSC:* ***<To be entered by the bidder>***

6. e-BG Amount and Validity Details:

Currency in which e-BG is required	_____ *<To be selected from dropdown by bidder>*
e-BG Amount	_____ *<To be automatically fetched by IREPS>*
Validity period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*
Claim Lodging Period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*

7. Details of Railways for entering into SFMS (Structured Financial Messaging System):

IFSC	SBIN000RAIL
IFSC Type	BRANCH
Bank Name	STATE BANK OF INDIA
Branch Name	RAIL
City Name	NAVI MUMBAI
Address	SECTOR-11, CBD BELAPUR,NAVI MUMBAI
District	NAVI MUMBAI
State	MAHARASHTRA
BG Enabled	YES

8. Details of the Bank Officer issuing e-BG:

Name of the Officer	<To be entered by the Bank at the time of issuing e-BG>
Designation	
Employee Code	
Email Id	
Contact Number	

***

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Appendix-10

Performance Security

E- Bank Guarantee Bond from any scheduled commercial bank of India.

[The General Manager],

……., [Railway],

……

Beneficiary: PFA / FA & CAO / Sr. DFM…… Railway

Date:……

E-Bank Guarantee Bond No.: **Date:--------**

Reference:- Contract No_____, awarded on_____.

WHEREAS:

(A) ……(insert name and address of the contractor) (hereinafter called the "**Contractor**") and (insert name and address of the project Railway), (hereinafter called the" **Railway**") have entered into an agreement (herein after called the "**Agreement**") for [PGMS/PMS/PSS/GC] in the …….. Railway zone, subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the contract period as defined in the Agreement in a sum of Rs….. cr. (Rupees …….. crore) (the "**Guarantee Amount**").

(C) We,……..through our branch at……(the "**Bank**") have agreed to furnish this e-bank guarantee (here in after called the "**Guarantee**") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the contract period under and in accordance with the Agreement, and agrees and undertakes to pay to the [mention Finance Officer of the Railway], upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Railway shall claim, without the Railway being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Railway, under the hand of an officer not below the rank of [***in the ***] Railway, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Railway shall be the sole judge as to whether the

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Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Railway and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Railway shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Railway to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. The Railway shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and / or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Railway against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Railway, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Railway of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Railway or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Railway in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Railway on the Bank under this Guarantee all rights of the Railway under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Railway in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Railway that the envelope was so posted shall be conclusive.

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11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Railway pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

(i) The e-BG should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

e-BG towards Performance Security

Challan for the e-BG

1. Challan reference:

IREPS Reference ID (Unique Reference Number)	*<Some number to be automatically generated by IREPS>*
Challan Date	DD.MM.YYYY *<To be automatically fetched by IREPS>*

2. Beneficiary Details:

Beneficiary Details	*<The associate paying Railway for the tender issuing Railway. To be automatically fetched by IREPS>*
Bank Details of the Beneficiary	*xxviii. Account Number* *xxix. Bank Name* *xxx. IFSC* *<To be automatically fetched by IREPS>*

3. TenderDetails:

Tender No.	*<To be automatically fetched by IREPS>* *<Should not be edited by the Bank>*
Tender closing date	*<To be automatically fetched by IREPS>*
Railway Zone	*<To be automatically fetched by IREPS>*
Railway Unit	*<To be automatically fetched by IREPS>*

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Railway Department	*<To be automatically fetched by IREPS>*

4. Bidder Details:

Bidder Name	*<To be automatically fetched by IREPS>*
Bidder ID	*<To be automatically fetched by IREPS>*
Country of Registration of the Bidder	*<To be automatically fetched by IREPS from the vendor master>*
Nature of Constitution of the Bidder	*<i.e. proprietor or company, etc. To be automatically fetched by IREPS from the vendor master>*
Contact person	***<To be entered by the bidder>***
Contact number and email	***<To be entered by the bidder>***

5. Bank Details of the Bidder:

Details of the Bank in India through which the bidder wishes to apply for e-BG	*xix. Bank Name:* *xx. IFSC:* ***<To be entered by the bidder>***

6. e-BG Amount and Validity Details:

Currency in which e-BG is required	_____ *<To be selected from dropdown by bidder>*
e-BG Amount	_____ *<To be automatically fetched by IREPS>*
Validity period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*
Claim Lodging Period required for e-BG	DD.MM.YYYY *<To be automatically calculated by IREPS>*

7. Details of Railways for entering into SFMS (Structured Financial Messaging System):

IFSC	SBIN000RAIL
IFSC Type	BRANCH
Bank Name	STATE BANK OF INDIA
Branch Name	RAIL
City Name	NAVI MUMBAI
Address	SECTOR-11, CBD BELAPUR,NAVI MUMBAI
District	NAVI MUMBAI
State	MAHARASHTRA
BG Enabled	YES

8. Details of the Bank Officer issuing e-BG:

Name of the Officer	<To be entered by the Bank at the time of issuing e-BG>
Designation	
Employee Code	
Email Id	
Contact Number	

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Appendix-11

FORMAT OF THE DECLARATION TO BE FURNISHED BY BANKS FOR ISSUANCE OF eBG

WHOMSOEVER IT MAY CONCERN

We, _____ (*Name of Bank*, hereinafter referred to as "the Bank"), having our registered office at _____ (*details of the complete address of the Bank*), hereby issue the following declaration in connection with the issuance of Electronic Bank Guarantees (eBGs) in favour of Indian Railways:

(1) The Bank hereby declares and confirms that all eBGs that will be issued by it in favour of Indian Railways, pursuant to this declaration, shall be issued strictly and without any deviation in the format of eBG transmitted to the Bank through the IREPS/NeSL portal.

(2) In the event that any deviationfrom the format of eBG transmitted to the Bank through the IREPS/NeSL portal is subsequently detected in any eBG issued by the Bank, whether such deviation arose inadvertently or otherwise, the Bank expressly agrees and undertakes that:

   (a) the Bank's obligations under such eBG shall remain irrevocable, unconditional and incontrovertible as per the format of eBG transmitted to the Bank through the IREPS/NeSL portal and

   (b) the Bank shall honour and discharge its liabilities strictly as per the format of eBG transmitted to the Bank through the IREPS/NeSL portal, notwithstanding any deviation in the text of the eBG actually issued.

(3) The Bank expressly confirms that it is fully aware that the Ministry of Railways shall not undertake nor be required to undertake any verification, scrutiny or re-checking of the language, text or format of any eBG-issued by the Bank pursuant to this declaration. The Bank hereby waives any requirement for such verification or scrutiny by the Ministry of Railways and agrees that non-performance of such verification shall not, in any manner, affect, limit, dilute or absolve the Bank's liability under any eBG issued pursuant to this declaration. The Bank further undertakes that, notwithstanding the absence of such verification, it shall issue every eBG strictly in the format of eBG transmitted to the Bank through the IREPS/NeSL portal and shall remain fully, absolutely and unconditionally liable to honour the eBG as per the format of eBG transmitted to the Bank through the IREPS/NeSL portal.

(4) This declaration shall be irrevocable during its validity period.

This declaration has been issued on _____ *(DD.MM.YYYY)* at _____ *(Place)* and shall remain valid for a period of two (2) years from the date of issue.

Authorised Signatory:

Name:	
Designation:	
Employee Code:	
Bank and Branch:	
Email ID:	
Contact Number:	

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