Annexure –VIA

Para 5 of the Instructions to Tenderers

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

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

President of India,

Acting through …….,

…….. Railway,

Beneficiary: ……. Railway

Date:.....

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

In consideration of the President of India acting through**-----** ***(Designation & address of Contract Signing Authority***), …….. 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]*..... (**hereinafter 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 Authority or any threatened litigation by the Bidder or Bank.

Signature Not Verified
Digitally signed by ANKUR KUMAR SINGH
Date: 2022.05.06 11:18:38 IST
Reason: IREPS-CRIS
Location: New Delhi

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 hereinbefore 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. 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.

7. The Bank Guarantee is unconditional and irrevocable.

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

9. 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.

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	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

11. 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.

Date …… ……

Place…….

Bank's Seal and authorized signature(s)

[Name in Block letters] ……....

[Designation with Code No.]…….... ...

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

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.