

Annexure- 'L'

**PROFORMA OF E-BANK GUARANTEE FOR 10% CONTRACT VALUE TOWARDS WARRANTY
GUARANTEE**

To,
THE PRESIDENT OF INDIA,
Acting through FA & CAO, North Eastern Railway, Gorakhpur
Uttar Pradesh - 273001


Sub: E - Bank Guarantee No for (Amount) Covering
..... Machine(s) Name and Serial Nos..... supplied to Chief Workshop Manager,
Mechanical Workshop, NER, Izzatnagar.

Ref: Contract/PO No. Dt. placed on M/s

1. WHEREAS M/s..... (hereinafter called the "Seller") have agreed to sell to you (hereinafter referred to as the "Government") Nos. of (give item description) as per Contract / PO No..... Dated (hereinafter called the "the said contract").
2. AND WHEREAS according to the terms of said contract, it has been stipulated that payment of 20% of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a Bank Guarantee from a recognized Bank, acceptable to the Purchaser for 10% of the value of the said contract, valid for a period covering in full the Guarantee Period as per the warranty clause of the said conditions of the contract, being the conditions attached to and forming part of the said contract.
3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 10% of the value of the said contract which you have agreed to accept.
4. That in consideration of the promises and at the request of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other place as may be determined by you forthwith on demand and without any demur, any sum up to a maximum amount of (Amount in numbers) (Rs (Amount in words) representing 10% of the value of the stores dispatched under the said contract in case the Sellers make default in paying the said sum or make any default in the performance, observance or discharge of the guarantee contained in the said contract.
5. We agree that the decision of the Government, whether any default has occurred or has been committed by the Sellers in the performance, observance or discharge of the guarantee aforesaid shall be conclusive and binding on us.
6. Government shall be at liberty, from time to time, to grant or allow extension of time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.
7. This bank guarantee comes into force when the balance 20% of the value of the stores, shipped per vessel vide Bill of Lading No..... dated..... or RR No..... dated (in case of indigenous contracts) under the said contract, has been paid and will remain in full force and effect up to i.e., for 24 months counted from the date of placing the stores in service (Date of Commissioning), and, shall continue to


SSE/M&P


SSE/PM


Dy. CME/Plant
उप मुख्य बांरिक इंजीनियर (प्लान्ट)
Dy. Chief Mech. Engineer (Plant)
पुंडोरे यौं कारखाना, इज्जतनगर
N.E. Rly. Mech. W/Shop. Izzatnagar


AWM-II


SSE/MTS


SSE/BG CRS

Doc. No.: M/246/1/15/2026-27/Spec/DCHP/ICF

Basis: COFMOW/HP-50T/40 (20 + 20) T/200T/2021 Rev 03

be enforceable for further six months i.e. up to (date), hereinafter called the said date.

8. That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Government within the said date.
9. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payments so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
10. This guarantee would not be affected due to change in the constitution of the Bank or the contractor.
11. It is fully understood that this guarantee is effective from the date of the said contract and that we (Name, and Address of Bank Branch) undertake not to revoke this guarantee during its currency without the consent in writing of the President of India (Govt. of India) acting Through FA & CAO, NER, Gorakhpur.
12. We (indicate the name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Office of CWM, Mechanical Workshop, North Eastern Railway, Izzatnagar (Consignee of subject Contract/ PO No.) / FA & CAO, NER, Gorakhpur under Ministry of Railway certifies that the terms and conditions of the said Agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee unless demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this Guarantee thereafter.

Date.....

Place.....

Signature.....

Printed Name.....

(Designation):

Bank Address:

Telephone No.-

Bank's E-Mail Address:

Witness:

Name & Signature.....

Address:.....

Note for the issuing bank:a) **Beneficiary's Account Details:**

BANK ACCOUNT HOLDER NAME	FA&CAO
BANK ACCOUNT NUMBER	10887714874
IFSC CODE	SBIN0001494
BANK BRANCH	RAILWAY COLONY, GORAKHPUR
BANK BRANCH ADDRESS	STATE BANK OF INDIA, RAILWAY COLONY, GORAKHPUR

- b) The original Bank Guarantee should be sent directly to the beneficiary, addressed "Chief Workshop Manager, Mechanical Workshop, North Eastern Railway, Nainital Road, Izzatnagar, Bareilly, U.P. 243122" via Registered Post or Speed Post.
- c) In exceptional cases, where the Bank Guarantee is handed over by the Bank to the Customer for any genuine reasons, the Bank branch should immediately send by Registered Post AD or Speed Post or Courier Service a duplicate copy of the Bank Guarantee directly to the beneficiary with a covering letter requesting beneficiary to compare this copy of the Bank Guarantee with the original received from the Bank's customer i.e., from the Contractor/Supplier.
- d) At times, the Banks may receive letters from beneficiaries requiring Bank's confirmation for having issued the Bank

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Dy. Chief Mech. Engineer (Plant)
पुंडोरो यौग कारखाना, इज्जतनगर
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Guarantee. The Bank branches must immediately send the confirmation letter under Registered Post or Speed Post or Courier Service addressed to Chief Workshop Manager, Mechanical Workshop, North Eastern Railway, Nainital Road, Izzatnagar, Bareilly, U.P. 243122 or through email to CWMIZN12@GMAIL.COM from Bank's official email ID to the concerned Railway Authorities (Beneficiaries) promptly without fail.

e) Stamp Duty shall not be less than 0.5% of the amount of Bank Guarantee.

f) E-BG shall be SFMS Compliant and E-BG Details shall invariably be shared on SFMS to SBI Bank at details given in the table below.

IFSCCODE	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


SSE/M&P


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