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विषय: सीमा शुल्क में एकल एकीकृत बहुउद्देश्यीय इलेक्ट्रॉनिक बांड -

एकल अनुबंध - के संबंध में।

Sub: Single Unified Multi-Purpose Electronic Bond in Customs – *Ekal Anubandh* – reg.

व्यापार प्रक्रियाओं को सरल बनाने, पारदर्शिता में सुधार लाने और सर्वोत्तम प्रथाओं को अपनाने के लिए सीबीआईसी द्वारा चल रही पहलों के परिणामस्वरूप विभिन्न व्यापार सुविधा मीट्रिक में लगातार सुधार हुआ है। सूचना प्रौद्योगिकी का लाभ उठाते हुए, कई प्रक्रियाएं कागज रहित और संपर्क रहित हो गई हैं, जिससे व्यापार के लिए आसानी और कम समय लगता है।

CBIC's ongoing initiatives to simplify trade processes, improve transparency, and adopt best practices have resulted in steady improvements across various trade facilitation metrics. Leveraging Information technology, many processes have become paperless and contactless, thus providing ease and less time consuming for the trade.

2. इसी दिशा में, दक्षता बढ़ाने और व्यवसायों पर प्रशासनिक भार कम करने के लिए, सीबीआईसी ने "एकल अनुबंध" नामक एक परियोजना शुरू करने का फैसला किया है, जिसमें व्यापार को एंड-टू-एंड ऑटोमेशन के साथ एकल अखिल भारतीय बहुउद्देश्यीय इलेक्ट्रॉनिक बॉन्ड का उपयोग करने के लिए प्रोत्साहित किया जाएगा। पहले कदम के रूप में, विभिन्न बंदरगाहों पर जमा किए जाने वाले लेन-देन-वार बॉन्ड के बदले आयातकों या निर्यातकों के लिए एकल अखिल भारतीय बहुउद्देश्यीय बॉन्ड, इस प्रकार व्यापार प्रक्रियाओं में समय और लागत दोनों को बचाने की महत्वपूर्ण क्षमता प्रदान करता है।

2. In the same direction, to enhance efficiency and reduce the administrative load on businesses, CBIC has decided to introduce a project named "Ekal Anubandh", wherein trade will be encouraged to use single All-India Multi-purpose Electronic Bond with end-to-end automation. As a first step, single All-India Multipurpose Bond for importers or exporters in lieu of the transaction-wise Bonds being submitted across different ports, thus offering significant potential to save both time and costs in trade procedures.

3.1 वर्तमान में, आयातक या निर्यातक प्रत्येक बंदरगाह पर प्रत्येक लेनदेन के लिए अलग-अलग परिदृश्यों के लिए सुरक्षा के साथ अलग-अलग बांड प्रस्तुत करते हैं, जैसा कि नीचे दिए गए बोर्ड परिपत्रों में निर्धारित है:

- i. अनंतिम मूल्यांकन परिपत्र संख्या 38/2016 दिनांक 22.08.2016 और परिपत्र 42/2020-सीमा शुल्क दिनांक 29.09.2020
- ii. निर्यात संवर्धन योजनाएँ - परिपत्र 11 ए/2011 - सीमा शुल्क दिनांक 25.02.2011
- iii. धारा 59 के अंतर्गत वेयरहाउसिंग - परिपत्र 18/2016 - सीमा शुल्क दिनांक 14.05.2016 और परिपत्र 21/2016 - सीमा शुल्क दिनांक 31.07.2016
- iv. धारा 65 के अंतर्गत बंधुआ गोदाम में MOOWR - परिपत्र 34/2019 - सीमा शुल्क दिनांक 01.10.2019
- v. MOOWR विशेष वेयरहाउस में धारा 65 के तहत परिपत्र 36/2020 - सीमा शुल्क दिनांक 17.08.2020 - सीमा शुल्क.

3.1 At present, importer or exporter submits separate bonds along with security, for every transaction at each port for different scenarios as stipulated in the Board circulars given below:

- i. Provisional Assessment Circular No. 38/2016 dt. 22.08.2016 and Circular 42/2020-Customs dated 29.09.2020
- ii. Export Promotion Schemes - Circular 11A/2011 - Customs dated 25.02.2011
- iii. Warehousing under Section 59 - Circular 18/2016 - Customs dated 14.05.2016 and Circular 21/2016 - Customs dated 31.07.2016.
- iv. MOOWR in bonded warehouse under section 65 - Circular 34/2019 - Customs dated 01.10.2019
- v. MOOWR in Special Warehouse under section 65 vide Circular 36/2020 - Customs dated 17.08.2020 - Customs.

3.2 मौजूदा प्रथा व्यापार और सीमा शुल्क के लिए लागत और समय बढ़ा रही है और भौतिक रिकॉर्ड बनाए रखने का प्रशासनिक बोझ बढ़ा रही है। स्थिति और पुनर्प्राप्ति भी मुश्किलें पैदा करती है।

3.2 The current practice is adding cost and time for the trade and customs and adds to the administrative burden of maintaining physical records. The status and retrieval also pose difficulties.

एकल अखिल भारतीय बहुउद्देशीय इलेक्ट्रॉनिक बांड (एसईबी):

Single All-India Multipurpose electronic Bond (SEB):

4.1 उपरोक्त मुद्दों पर काबू पाने और शुरू से अंत तक डिजिटल समाधान प्रदान करने के लिए, अलग-अलग बांड जमा करने के बदले, आयातक या निर्यातक के पास निम्नलिखित विशेषताओं के साथ एकल अखिल भारतीय बहुउद्देशीय इलेक्ट्रॉनिक बांड (एसईबी) जमा करने का विकल्प होगा

(क) आयातक/निर्यातक सामान्य बांड प्रारूप में अपने दायित्वों का चयन कर सकते हैं तथा उन्हें आयातक के किसी भी बंदरगाह पर इलेक्ट्रॉनिक रूप से आइसगेट पर प्रस्तुत कर सकते हैं।

(ख) बाद के चरण में अतिरिक्त दायित्व या अतिरिक्त राशि शामिल करने का विकल्प ICEGATE पर उपलब्ध है।

(ग) नोटरी की आवश्यकता के बिना इलेक्ट्रॉनिक हस्ताक्षर लगाकर राष्ट्रीय ई-गवर्नेंस सर्विसेज लिमिटेड (एनईएसएल) के साथ एकीकरण के माध्यम से स्टाम्प शुल्क का इलेक्ट्रॉनिक भुगतान और बांड का इलेक्ट्रॉनिक निष्पादन।

(घ) जारी की गई एंड-टू-एंड इलेक्ट्रॉनिक बैंक गारंटी को ऑनलाइन लिंक करना

(ई) जारीकर्ता बैंक द्वारा जारी बैंक गारंटी (बीजी) का सत्यापन

4.1 To overcome above issues and to provide end-to-end digital solution, in lieu of submission of separate bonds, importer or exporter will have an option to submit a Single All-India Multipurpose electronic Bond (SEB) with following features:

- (a) Importer/Exporter can choose the obligations, he intends to undertake in the common bond format and submit at any port of importer's electronically at ICEGATE.
- (b) Option to include additional obligations or additional amount at the later stage in available at ICEGATE.
- (c) Electronic Payment of stamp duty and electronic execution of Bond through integration with National E-Governance Services Limited (NeSL) by affixing electronic signature without any requirement for notary.
- (d) Online linking End-to-End issued Electronic Bank Guarantee
- (e) Verification of Bank Guarantee (BG) issued by issuing Bank

4.2 वित्तीय अनुबंधों के कागज रहित निष्पादन और भंडारण के लिए 'डिजिटल दस्तावेज़ निष्पादन या डीडीई' की पहल की तर्ज पर, वित्तीय सेवा विभाग (डीएफएस) द्वारा मेसर्स एन राष्ट्रीय ई-शासन सेवा लिमिटेड (एनईएसएल) के माध्यम से, सीमा शुल्क बांडों का डिजिटल निष्पादन सक्षम किया जा रहा है। स्टाम्प शुल्क के डिजिटल भुगतान सहित इलेक्ट्रॉनिक रूप से बांड के निष्पादन की प्रक्रिया अनुलग्नक-ए में विस्तृत है। बांड निष्पादित करने वाले आयातक/निर्यातक यह सुनिश्चित कर सकते हैं कि लागू स्टाम्प शुल्क का भुगतान किया गया है।

4.2 On the lines of the initiative of 'Digital Document Execution or DDE' for paperless execution and storage of financial contracts, through M/s N National E-Governance Services Limited (NeSL) by Department of Financial Services (DFS), digital execution of customs bonds is being enabled. The process of execution of bond electronically including the digital payment of stamp duty is elaborated in **Annexure-A**. The Importer/exporter executing the bond may ensure that applicable stamp duty is paid.

4.3 इस संबंध में, जैसा कि निर्यात संवर्धन(ईपी) योजनाओं के लिए राष्ट्रीय बांड के संबंध में परिपत्र 11 ए/2011-सीमा शुल्क दिनांक 25.02.2011 के माध्यम से पहले ही स्पष्ट किया जा चुका है, विभिन्न सीमा शुल्क स्थानों पर एक ही बांड के

कानूनी निहितार्थों के बारे में विधि मंत्रालय की राय इस प्रकार दोहराई जाती है कि "चूंकि बांड भारत के राष्ट्रपति के पक्ष में निष्पादित किया जाता है, इसलिए इसे किसी भी अधिकृत आयुक्त (सीमा शुल्क) द्वारा लागू किया जा सकता है"। इसके अलावा, यह भी स्पष्ट किया गया कि निष्पादनकर्ताओं की पहचान करने की क्षमता और इलेक्ट्रॉनिक हस्ताक्षरों की समय-मुद्रांकन को देखते हुए, एसईबी निष्पादन प्रक्रिया के दौरान नोटरी की कोई और आवश्यकता नहीं है।

4.3 In this regard, as clarified earlier vide Circular 11A/2011-Customs dated 25.02.2011 in respect of National Bond for EP Schemes, opinion of Law Ministry regarding the legal implications of a single bond across different customs locations is re-iterated as follows "since the Bond is executed in favour of President of India, the same is enforceable by any authorized Commissioner (Customs)". Further, it also clarified that, in view of capability to identify the executants and time-stamping of the electronic signatures, there is no further requirement of notaries during SEB execution process.

4.4 एसईबी का प्रारूप **अनुलग्नक-सी** में दिया गया है।/

4.4 Format of the SEB is provided in **Annexure-C**.

बैंक गारंटी प्रस्तुत करना/**Submission of Bank Guarantee:**

5. बांड के निष्पादन के साथ-साथ बैंक गारंटी जमा करने की प्रक्रिया को भी सुव्यवस्थित किया जा रहा है। एकरूपता के लिए, बोर्ड परिपत्रों के माध्यम से पहले निर्धारित विभिन्न मामलों में प्रदान की जाने वाली बैंक गारंटी की मात्रा को एकत्रित करके **अनुलग्नक-एफ** में उपलब्ध कराया गया है। आयातक/निर्यातक अनंतिम मूल्यांकन, ईपी योजनाओं आदि जैसे विभिन्न उद्देश्यों के लिए लागू बैंक गारंटी की मात्रा का चयन करने में भी सक्षम हो सकते हैं। इसके अलावा, यदि अनुलग्नक एफ में विशेष रूप से सूचीबद्ध बैंक गारंटी के अलावा अन्य मात्रा में बैंक गारंटी की आवश्यकता होती है, तो एक अलग विकल्प भी उपलब्ध है। बैंक गारंटी को बांड से जोड़ने की विस्तृत प्रक्रिया **अनुलग्नक-बी** में विस्तार से बताई गई है।

5. Along with the execution of Bond, procedure for submission of Bank Guarantees is also being streamlined. For the sake of uniformity, the quantum of Bank Guarantee to be provided in the different instances prescribed earlier through the Board circulars have been collated and made available in **Annexure-F**. The importer/exporter may also be able to select the quantum of bank guarantee applicable for different purposes like provisional assessment, EP schemes etc. Further, a separate option is also available in case there is a need for having different quantum of bank guarantee other than those specifically listed in Annexure F. The detailed procedure for linking of Bank guarantee with the bond is elaborated in **Annexure-B**.

6. इलेक्ट्रॉनिक बॉन्ड और बैंक गारंटी के साथ, आयातक/निर्यातक/सीमा शुल्क दलाल वास्तविक समय में दस्तावेजों का प्रबंधन और ट्रैक कर सकते हैं, जिससे लेनदेन के दौरान अधिक सुरक्षा और पारदर्शिता सुनिश्चित होती है। "एकल अनुबंध" परियोजना यह सुनिश्चित करती है कि उपरोक्त डिजिटल समाधान पर्यावरण के अनुकूल, लागत प्रभावी और अधिक सुविधाजनक हैं, क्योंकि वे भौतिक हस्ताक्षर और कागजी कार्रवाई की आवश्यकता को समाप्त करते हैं, जिससे तेज़ स्वीकृति और कम देरी होती है। इसलिए, आयातकों और निर्यातकों को प्रोत्साहित किया जाता है कि, जहाँ भी आवश्यक हो, आयातक/निर्यातक/सीमा शुल्क दलाल एक एकीकृत बहुउद्देश्यीय इलेक्ट्रॉनिक बॉन्ड और इलेक्ट्रॉनिक बैंक गारंटी निष्पादित कर सकते हैं

6. With electronic bonds and bank guarantees, importers/exporters/customs brokers can manage and track documents in real time, ensuring greater security and transparency throughout transactions. The "Ekal Anubandh" project ensures that above

digital solutions are environmentally friendly, cost-effective, and more convenient, as they eliminate the need for physical signatures and paper work, allowing for faster approvals and fewer delays. Therefore, the importers and exporters are encouraged that, wherever required, importers/exporters/customs brokers may execute a single unified multi-purpose electronic bond and electronic bank guarantee.

7. ई-बॉन्ड और ई-बैंक गारंटी मॉड्यूल के बारे में अधिक जानकारी के लिए, ICEGATE वेबसाइट द्वारा जारी विस्तृत सलाह का संदर्भ लिया जा सकता है।

7. For further details of the e-Bond and e-Bank Guarantee module, detailed Advisories issued by ICEGATE website may be referred to.

8. "एकल अनुबंध" परियोजना के अंतर्गत एकल अखिल भारतीय बहुउद्देशीय इलेक्ट्रॉनिक बॉन्ड (एसईबी) को डीजी सिस्टम द्वारा चरणबद्ध तरीके से जारी की जाने वाली विस्तृत सलाह के माध्यम से लागू किया जाएगा। कार्यान्वयन के दौरान उपयोगकर्ता की प्रतिक्रिया को उचित रूप से शामिल किया जाएगा।

8. The Single All-India Multipurpose electronic Bond (SEB) under "Ekal Anubandh" project shall be implemented through detailed advisories being issued by DG Systems in a phased manner. User feedback will be suitably incorporated during implementation.

9. कर्नाटक राज्य में क्षेत्रीय सलाहकार समिति, व्यापार संघों और चैंबर ऑफ कॉमर्स के सभी सदस्यों से अनुरोध है कि वे इस सार्वजनिक सूचना को अपने घटक सदस्यों के बीच व्यापक प्रचार-प्रसार के लिए प्रसारित करें। यदि कोई कठिनाई या सुझाव हो तो उसे ध्यान में लाया जा सकता है।

9. All members of the Regional Advisory Committee, Trade Associations and Chamber of Commerce in the State of Karnataka are requested to circulate this Public Notice among their constituent members for wide dissemination. Difficulties faced or suggestions, if any, may be brought to notice.

(पी. विनीता सेखर/ P. VINITHA SEKHAR)

आयुक्त/ COMMISSIONER

Copy Submitted to:

1. The Chief Commissioner of Customs, Bengaluru Zone, Bengaluru

Copy To:

1. The Notice Board, New Customs House, Panambur, Mangaluru.
2. The Notice Board of Customs Division, Karwar.
3. The President, CHA Association.
4. The President, Kanara Chamber of Commerce & Industry, Mangaluru.
5. The Technical Section, New Customs House, Panambur, Mangaluru.

Annexure-A

Digital Stamping and Execution of Single All-India Multipurpose Electronic Bond (SEB)

1. National e-Governance Service Limited (NeSL) recognised as information Utility (IU) under The Insolvency and Bankruptcy Code (IBC), 2016, is mandated to serve as a repository of legal evidence for financial credit contracts. Department of Financial Services (DFS), Government of India vide Circular F. No. 6/2/2019-BO.II dated 11.08.2020 has already initiated 'Digital Document Execution or DDE', which is a mode for paperless execution and storage of financial contracts, through M/s NeSL.
2. Under the Indian Stamp Act, 1899, the Customs bond, being an instrument (Article 26 under Schedule 1 to the said Act), stamp duty is required to be paid.
3. Digital Stamping of documents and online payment of stamp duty are enabled based on the concurrence from the States, through Stock Holding Corporation of India Limited (SHCIL) or Government Receipt Accounting System (GRAS) platforms. The list of States and UTs enabled at NeSL for e-BG and e-Customs Bond is enclosed as Annexure G. The user can pay the applicable stamp duty via online mode through NeSL. It is to also mention that whenever another state/UT is enabled at NeSL for e- BG and e-Bond, the same will be intimated through ICEGATE.
4. The person intending to execute the bond may provide appropriate authority document that he is enabled to execute the same on behalf of the legal person. The manner of affixing digital/electronic signature would be elaborated by ICEGATE in its Guidelines. There is no requirement of notarising the electronic bond.
5. In brief, the procedure of execution of SEB is as follows:
 - (a) SEB can be using executed bond for Provisional Assessment (including CAROTAR, Chemical tests etc), Export Promotion Schemes, Re-Export Purposes, Import as per Section 143, Warehousing under Public/Private/Special Warehouses, Manufacture and Other Operations in Private Warehouse, Manufacture and Other Operations in Special Warehouse etc. National Bond under IGCR procedure will continue to be provided separately.
 - (b) The Bond Application can be initiated by selecting appropriate obligations along with the supporting documents in the ICEGATE Portal and submitted.

- (c) Along with the Bond, The appropriate purpose codes, if the quantum of bank guarantee is already known, may be indicated. It is to clarify that, only quantum is to be indicated. Bank Guarantee may be submitted only when required i.e. during import or export of the goods.
- (d) The Application will be scrutinized and the clarifications will be sought by the Customs Officer electronically. Once scrutiny is complete, unique Bond Number is generated and affixed to the draft SEB and shared with NeSL via API for e-stamping and e-signing.
- (e) Once stamp duty payment and electronic signature is affixed through NeSL portal, same will be forwarded to the concerned Assistant/ Deputy Commissioner for e-Signature. The finalized e-Bond is stored in NeSL repository and also in e-Sanchit and is also available for use in Customs Automated System.
- (f) Option is also available to add additional obligations or the amount of bond at the later stage. The supplementary bond format for addition of events or for addition of amounts are enclosed as **Annexure D** and **Annexure E** respectively to this Circular. The linkage of Bond with Bank Guarantee will be visible at the ICEGATE portal.

Annexure-B

Linking of e-Bank Guarantee

1. In case, Bank Guarantee is to be provided as security to the bond, same may be linked in the ICEGATE Portal against the Bond.
2. For linkage of e-Bank Guarantee (e-BG), steps involved is provided in brief as follows:
 - (a) Importer may approach any of the Banks listed in Annexure-H for issuance of e-BG in the format specified in Annexure-I
 - (b) The bank generates the e-BG and transmits its details to NeSL.
 - (c) The importer/ exporter can link e-BG relevant Bond Number at ICEGATE by entering the unique number issued by the bank.
 - (d) Upon submission, the e-BG details are fetched from NeSL and validated against the applicant's details in ICEGATE.
 - (e) The importer/ exporter reviews and confirms the fetched details, including the e-BG pdf document, and will submit the linkage request.
 - (f) Once the linkage is approved, the linkage of e-BG with the e-Bond, all relevant details are reflected in the importer/ exporter's dashboard.
3. For linkage of paper-based Bank Guarantee, the importer may use the same format as specified in Annexure-I and also mention the IFSC code of Beneficiary Bank (i.e. SBI or ICICI) for verification by the Customs. The Bank is required to transmit the BG details to the Beneficiary Bank through SFMS. Till such verification mechanism is operational, the current process may be continued.

**Annexure C- Format for Single All-India Multipurpose electronic
Bond for Importers/Exporters under Customs Act, 1962**

Multi Purpose Bond for Importers/Exporters under the Customs Act, 1962

KNOW ALL MEN BY THESE PRESENTS THAT I/We, M/s.....having registered office located at.....and holding Import-Export Code No.....hereinafter called the "obligor(s)" (which expression shall include my/our successors/heirs, executors, administrators and legal representatives) are held and firmly bound unto the President of India hereinafter called the "President" (which expression shall include his successors and assigns) in the sum of Rs.....(Rs) to be paid to the President for which payment well and truly to be made, I/we bind ourselves, my/our successors, heirs, executors, administrators and legal representatives firmly by these presents.

For Bond
without
Surety,
with or
without
Bank

KNOW ALL MEN BY THESE PRESENTS THAT I/We, M/s.....having registered office located at.....and holding Import-Export Code No.....hereinafter called the "obligor(s)" (which expression shall include my/our successors/heirs, executors, administrators and legal representatives) and Mrs/Mrs/Miss/M/s.....having located at and holding PAN No.....hereinafter called the "the surety(ies)" (which expression shall include my/our successors/heirs, executors, administrators and legal representatives) are held and firmly bound unto the President of India hereinafter called the "President" (which expression shall include his successors and assigns) in the sum of Rs.....(Rs) to be paid to the President for which payment well and truly to be made, I/we bind ourselves, my/our successors, heirs, executors, administrators and legal representatives firmly by these presents

For Bond
with Surety

Request made on.....day of 20.....and signed with electronic signature on the day and year, indicated therein.

WHEREAS the above bounden obligor has been permitted from time to time to import or export goods; and WHEREAS the obligor desires from time to time to import or export goods,

- a. in accordance with sub-section (1) of section 18 of the Customs Act, 1962; or
- b. in accordance with conditions as specified in terms of the notification (s) issued under section 25 of the Government of India in the Ministry of Finance, Department of Revenue; or
- c. In accordance with provisions under section 59 or section 65 of Customs Act, 1962 or
- d. In accordance with sub-section (1) of section 143 of the Customs Act, 1962;
- e. In the event of warehousing of goods and requirement of bond in accordance with sub-section (2) of section 59 of the Customs Act, 1962;
- f. In the event of permission for manufacture and other operations in private warehouse in accordance with section 65 of the Customs Act, 1962;
- g. In the event of permission for manufacture and other operations in special

Obligor to
choose one
or many of
the provisions

warehouse in accordance with section 65 of the Customs Act, 1962

The condition of this bond is that the obligor and his representative observe all the provisions of the Customs Act, 1962 in respect of import or export of goods, and rules and regulations made there under;

NOW THE CONDITION of this written bond is such that—

I. The Obligor undertakes to fulfill obligations as applicable in the following events from time to time :

(A) In the event of import or export under Provisional Assessment:

If the bounden obligor has been permitted from time to time by the Assistant Commissioner of Customs/Deputy Commissioner of Customs, (hereinafter called the "proper officer") to make provisional assessment, pending submission of further documents and/or furnishing information and/or completion of further enquiries and/or chemical test and/or other test and/or pending verification of proof of origin or verification consistent with the trade agreement, the obligor shall fulfill the following obligations:

- a. undertake to produce such documents and furnish such information as may be called for by the proper officer, within one month or within such extended period as the proper officer may allow; and
- b. pay to the President, the difference between the duty finally assessed and the duty provisionally assessed, along with interest, if any on finalization of provisional assessment by the proper officer, in respect of the goods imported or exported from time to time.
- c. pay to the president any other sum, if any for contravention of the provisions of Customs Act 1962 and the rules and regulations made there under in respect of such goods.

AND if the obligor produces the required documents or furnishes the information called for and pays to the President, the difference between the duty finally assessed and the duty provisionally assessed, along with interest, if any on finalization of provisional assessment by the proper officer, this obligation to that extent shall be void.

(B) In the event of import under export promotion schemes:

If the bounden obligor has been permitted to import from time to time the goods without payment of duty/at concessional duty against the notification(s) or authorizations including replenishment authorizations issued from time to time, in terms of the notification(s) of the Government of India in the Ministry of Finance, Department of Revenue relating to the Advance Authorization scheme/ Duty Free Import Authorization DFIA) scheme/ Export Promotion Capital Goods [EPCG] scheme/ Gem & Jewellery Scheme under Chapter 4 of the Foreign Trade Policy, 2023, as amended, [hereinafter referred to as the said notification (s)and against the authorizations issued under the said schemes [hereinafter referred to as the authorizations] for the import of the goods mentioned therein on the terms and conditions specified in the said notifications and the authorizations;

AND the proper officer of Customs has allowed the clearance of the goods, the

obligor shall fulfill the following obligations:

- a. undertake to fulfil the export obligation as specified in the said notifications and the said authorizations and to produce evidence of having so fulfilled the export obligation within the time period as stipulated in the relevant notification from the expiry of the specified export obligation period to the satisfaction of the Government;
- b. observe all the terms and conditions of the said notification(s) in respect of imports from time to time;
- c. observe all the terms and conditions specified in the said authorizations;
- d. fulfil the export obligation as specified in the said notification(s) and the authorizations and produce evidence of having so fulfilled the export obligation within the time period as stipulated in the relevant notification and authorization within the stipulated time, if any, from the expiry of the specified export obligation period to the satisfaction of the Government;
- e. in the event of failure to fulfil full or part of the export obligation as specified in the said notification(s) and the authorizations, undertake to pay the customs duty but for the exemption, interest at the applicable rates thereon forthwith, penalty and fine and without any demur, to the Government.
- f. Comply with the conditions and limitations stipulated in the said Foreign Trade Policy, Hand Book of Procedures and Circular(s) issued by CBIC as amended from time to time.
- g. not change the name and style under which doing business or change the location of the manufacturing premises except with the written permission of the proper officer; and
- h. keep the bank guarantees / securities, if any furnished, alive till the discharge of the obligation under this bond to the satisfaction of the proper officer.

AND if the obligor has satisfied the above conditions, in respect of the goods imported from time to time, this obligation to that extent shall be void”.

(C) In the event of import and export without payment of duty or on payment of concessional duty in terms of the notifications issued under the Customs Act, 1962:

If the bounden obligor has been permitted from time to time by the proper officer to import and export with no duty/at concessional duty in terms of the notifications of the Ministry of Finance, Government of India, and the proper officer has allowed clearance of the goods, the obligor shall fulfill the following obligations:

- a. observe all the terms and conditions of the said notification(s) in respect of imports and exports from time to time; and
- b. in the event of failure to fulfil full or part of the conditions as specified in the said notification(s), undertake to pay the customs duty but for the exemption and also interest at the applicable rates per annum thereon forthwith and without any demur, to the Government.

AND if the obligor has duly imported or exported goods subject to the above

provisions and if the obligor has satisfied the above conditions, in respect of the said goods imported or exported from time to time, this obligation to that extent shall be void.

(D) In the event of import or export in accordance with provisions of section 143 of the Customs Act, 1962:

If the obligor has been permitted by the proper officer in accordance with the provisions of the Customs Act, 1962 or any other Act in force, to grant leave for such import or export, pending submission of further documents and/or furnishing information and/or completion of further enquiries and/or chemical test and/or other test, the obligor shall fulfill the following obligations:

- a. observe all the terms and conditions of the said notification(s) in respect of imports within one month or within such extended time period as the proper officer allows;
- b. in the event of failure to fulfill full or part of the conditions as specified in the said notification(s), undertake to pay the customs duty but for the exemption and also interest at the applicable rates per annum thereon forthwith and without any demur, to the Government;
- c. comply with the conditions and limitations stipulated in the said Foreign Trade Policy and other Acts, as amended from time to time;
- d. not sell or transfer the said goods without the consent of the Commissioner of Customs or any officer on his behalf in writing;
- e. return the said goods in whole or in part as the Commissioner of Customs or any officer on his behalf may direct within ten days of receipt of a notice to return the goods;
- f. reship or surrender the said goods within two months of the receipt of any order to that effect from the Commissioner of Customs or any officer in his behalf; and
- g. forthwith pay such fine and / or penalty and be liable for such punishment as the Commissioner of Customs or any officer on his behalf may order under any other Act in force, as applicable.

AND if the obligor has duly imported or exported goods subject to the above provisions and has satisfied the above conditions, in respect of the goods imported or exported, this obligation to that extent shall be void.

(E) In the event of warehousing of goods and requirement of bond in accordance with sub-section (2) of section 59 of the Customs Act, 1962:

If the obligor has been permitted by the Assistant/ Deputy Commissioner of Customs to enter in to a General Bond for the purpose of sub-section (2) of Section 59 of the Customs Act 1962, in respect of warehousing of goods to be imported by the obligor, the obligor shall fulfill the following obligations:

- a. comply with all the provisions of the Act, the rules and regulations made thereunder in respect of such goods;
- b. pay on or before the specified date in the notice of demand, all duties and interest payable under sub-section (2) of section 61 of the said Act; and
- c. pay all penalties and fines incurred for contravention of the provisions of the

said Act or the rules or regulations made thereunder, in respect of such goods;

d. pay in the event of their failure to discharge their obligation, the full amount of duty chargeable on account of such goods together with their interest, fine and penalties payable under section 72 of the said Act, in respect of such goods;

AND, notwithstanding the transfer of the goods to another warehouse, if the obligor has duly re-exported the warehoused goods or cleared the warehoused goods for home consumption, subject to the above provisions and has satisfied the above conditions, this obligation to that extent shall be void.

(F) In the event of permission for manufacture and other operations in private warehouse in accordance with section 65 of the Customs Act, 1962:

If the obligor has been granted by the Principal Commissioner or Commissioner of Customs a license to operate a warehouse under section 58 of the Customs Act 1962 and permission to carry manufacture and other operations in private warehouse under section 65 of the said Act, and if the obligor has been permitted by the Assistant/ Deputy Commissioner of Customs to enter into a General Bond for the purpose of sub-section (2) of Section 59 of the Customs Act 1962, in respect of warehousing of goods to be imported by the obligor, the obligor shall fulfill the following obligations:

a. comply with all the provisions of the Customs Act 1962, Central Goods and Services Tax Act, 2017 or Integrated Goods and Services Tax Act, 2017 or Goods and Services tax (Compensation to States) Act, 2017 and the rules and regulations made thereunder in respect of such goods;

b. pay in the event of their failure to discharge their obligation, the full amount of duty chargeable on account of such goods together with their interest, fine and penalties payable under section 72 of the said Act, in respect of such goods

c. pay all penalties and fines incurred for contravention of the provisions of the Customs Act 1962, Central Goods and Services Tax Act, 2017 or Integrated Goods and Services Tax Act, 2017 or Goods and Services tax (Compensation to States) Act, 2017 and the rules and regulations made thereunder in respect of such goods;

AND, notwithstanding the transfer of the goods to any other premise for job work, if the obligor has duly exported or cleared for home consumption, subject to the above provisions and has satisfied the above conditions, in respect of the warehoused goods used as input in the resultant product and the waste or refuse as has arisen from the operations carried on in relation to the resultant goods, this obligation to that extent shall be void.

(G) In the event of permission for manufacture and other operations in special warehouse in accordance with section 65 of the Customs Act, 1962:

If the obligor has been granted by the Principal Commissioner or Commissioner of Customs a license to operate a warehouse under section 58A of the Customs Act 1962 and permission to carry manufacture and other operations in special warehouse under section 65 of the said Act, and if the obligor has been permitted by the Assistant/ Deputy Commissioner of Customs to enter into a General Bond for the purpose of sub-section (2) of Section 59 of the Customs Act 1962, in respect of warehousing of goods to be imported by the obligor, the obligor shall fulfill the following obligations:

a. comply with all the provisions of the Customs Act 1962, Central Goods and Services Tax Act, 2017 or Integrated Goods and Services Tax Act, 2017 or Goods and Services tax (Compensation to States) Act, 2017 and the rules and regulations made thereunder in respect of such goods;

b. pay in the event of their failure to discharge their obligation, the full amount of duty chargeable on account of such goods together with their interest, fine and penalties payable under section 72 of the said Act, in respect of such goods

c. pay all penalties and fines incurred for contravention of the provisions of the Customs Act 1962, Central Goods and Services Tax Act, 2017 or Integrated Goods and Services Tax Act, 2017 or Goods and Services tax (Compensation to States) Act, 2017 and the rules and regulations made there under in respect of such goods;

AND, if the obligor has duly exported or cleared for home consumption, subject to the above provisions and has satisfied the above conditions, in respect of the warehoused goods used as input in the resultant product and the waste or refuse as has arisen from the operations carried on in relation to the resultant goods, this obligation to that extent shall be void.

II. If the obligor(s) has/have duly complied with all of the above obligations, the above written bond shall be void and shall have no effect; otherwise the bond shall have full force and shall be in effect as per conditions of this bond.

III. The obligor (s) also undertakes to deposit the security equivalent to as mentioned in Annexure or as determined by the proper officer as and when required in the event of any of the conditions stipulated in I above. In case of Bank guarantee, the same shall be drawn in favour of the President of India and shall have the details of the Bond Number, Beneficiary Bank

IV. In case the obligations are not fulfilled, the obligor(s).....agree to renew the security/bank guarantee before 15 days of expiry of the security/bank guarantee, failing which, the bank guarantee shall be encashed by the department.

AND IT IS HEREBY AGREED AND DECLARED by the obligor as follows:-

A) This bond is given under the orders of the Central Government for the performance of an act which is in public interest.

B) The President through Commissioner or Customs or any other officer of Customs shall recover the said sums due from the obligor(s) in the manner laid down in subsection (1) of Section 142 of the Customs Act, 1962 without prejudice to any other mode of recovery.

Provided always that the liability of the surety hereunder shall not be impaired or discharged by reason of any time being granted or any forbearance, act or omission of the Government (whether with or without the knowledge or the consent of the surety) in respect of or in relation to the obligation and condition to be performed or discharged by the obligor(s) nor shall it be necessary to sue the obligor(s) before suing the surety for amounts hereunder;

C) The President shall, at his option, be competent to make good all the loss and damages from the amount of the security deposit or by endorsing his rights under the above-written bond or the both; AND The President of India shall, at his option, be competent to make good all the loss and damage by endorsing his rights

Applicable
only in
case of

Applicable
only in case
of Surety

under the above written bond.

D) This bond shall remain in force from the date hereof and the obligation and liability of the obligor shall be a continuing one in respect of all goods imported or exported from time to time by the obligor.

In these presents the words imposing singular only shall also include the plural and vice versa where the context so requires;

Date:

(Signature of the Obligor)

[Signature of Surety]

Applicable only in case of Surety

Accepted for and behalf of the President of India by <Name of the Customs Officer>, <Designation> by appending electronic signature on the day and year, indicated therein.

Annexure

(as specified in Para III of Single All-India Multipurpose electronic bond stipulated through Board Circular No.....)

Event	Purpose Code	Quantum of Security to be deposited	
		Per cent of Bond Value	Bond value based on
(1)	(2)	(3)	(4)

Annexure D: SUPPLEMENTARY BOND FOR ADDITION OF NEW EVENTS

KNOW ALL MEN BY THESE PRESENTS THAT.....has
 been pleased to accept on the behalf o the President of India, the
 multipurpose Bond executed by us vide request dated and assigned
 the Multipurpose Bond Number

AND

WHEREAS

I/We, the importer/exporter, [hereinafter called the obligor(s)], has/have
 undertaken to fulfil obligations as applicable in the certain events from time
 to time

NOW,

The Obligor(s), additionally undertakes to fulfil obligations as applicable,

**(F) In the event of permission for manufacture and other operations in
 private warehouse in accordance with section 65 of the Customs Act,
 1962:**

If the obligor has been granted by the Principal Commissioner or
 Commissioner of Customs a license to operate a warehouse under section
 58 of the Customs Act 1962 and permission to carry manufacture and other
 operations in private warehouse under section 65 of the said Act, and if the
 obligor has been permitted by the Assistant/ Deputy Commissioner of
 Customs to enter into a General Bond for the purpose of sub-section (2) of
 Section 59 of the Customs Act 1962, in respect of warehousing of goods to
 be imported by the obligor, the obligor shall fulfill the following
 obligations:

- a. comply with all the provisions of the Customs Act 1962, Central Goods
 and Services Tax Act, 2017 or Integrated Goods and Services Tax Act,
 2017 or Goods and Services tax (Compensation to States) Act, 2017 and the
 rules and regulations made thereunder in respect of such goods;
- b. pay in the event of their failure to discharge their obligation, the full
 amount of duty chargeable on account of such goods together with their
 interest, fine and penalties payable under section 72 of the said Act, in
 respect of such goods
- c. pay all penalties and fines incurred for contravention of the provisions of
 the Customs Act 1962, Central Goods and Services Tax Act, 2017 or
 Integrated Goods and Services Tax Act, 2017 or Goods and Services tax
 (Compensation to States)Act, 2017 and the rules and regulations made
 thereunder in respect of such goods;

AND, notwithstanding the transfer of the goods to any other premise for
 job work, if the obligor has duly exported or cleared for home consumption,
 subject to the above provisions and has satisfied the above conditions, in
 respect of the warehoused goods used as input in the resultant product and
 the waste or refuse as has arisen from the operations carried on in relation

<p>For Example the importer/exporter is additionally applying for Condition (F) and Condition (G).</p>

to the resultant goods, this obligation to that extent shall be void.

(G) In the event of permission for manufacture and other operations in special warehouse in accordance with section 65 of the Customs Act, 1962:

If the obligor has been granted by the Principal Commissioner or Commissioner of Customs a license to operate a warehouse under section 58A of the Customs Act 1962 and permission to carry manufacture and other operations in special warehouse under section 65 of the said Act, and if the obligor has been permitted by the Assistant/ Deputy Commissioner of Customs to enter into a General Bond for the purpose of sub-section (2) of Section 59 of the Customs Act 1962, in respect of warehousing of goods to be imported by the obligor, the obligor shall fulfill the following obligations:

- a. comply with all the provisions of the Customs Act 1962, Central Goods and Services Tax Act, 2017 or Integrated Goods and Services Tax Act, 2017 or Goods and Services tax (Compensation to States) Act, 2017 and the rules and regulations made thereunder in respect of such goods;
- b. pay in the event of their failure to discharge their obligation, the full amount of duty chargeable on account of such goods together with their interest, fine and penalties payable under section 72 of the said Act, in respect of such goods
- c. pay all penalties and fines incurred for contravention of the provisions of the Customs Act 1962, Central Goods and Services Tax Act, 2017 or Integrated Goods and Services Tax Act, 2017 or Goods and Services tax (Compensation to States) Act, 2017 and the rules and regulations made there under in respect of such goods;

AND, if the obligor has duly exported or cleared for home consumption, subject to the above provisions and has satisfied the above conditions, in respect of the warehoused goods used as input in the resultant product and the waste or refuse as has arisen from the operations carried on in relation to the resultant goods, this obligation to that extent shall be void.

NOW IT IS HEREBY AGREED AND DECLARED that–

- I. The other conditions bound by the obligor(s) including relating to security shall mutatis mutandis apply to condition(s), under this supplementary bond or otherwise according to law.

Request made on day of 20..... and signed with electronic signature on the day and year, indicated therein.

(Signature of the Obligor)

Name of Obligor.....

Designation.....

Accepted for and behalf of the President of India by <Name of the Customs Officer>, <Designation> by appending electronic signature on the day and year, indicated therein.

Annexure-E**SUPPLEMENTARY BOND WITH PROVISION FOR ADDITION OF BOND
VALUE**

KNOW ALL MEN BY THESE PRESENTS THAT the Proper Officer of Customs has been pleased to accept on behalf of the President of India the Multipurpose bond executed by us vide request dated.....and assigned the Multipurpose Bond Number.....

And

WHEREAS the amount bound by myself / ourselves [herein after called the obligor(s)] is inadequate to cover the Customs duty liability arising on account of any the conditions of the multipurpose Bond referred in para above, the obligor(s).....having registered office located at.....is/are held and firmly bound unto the President of India hereinafter called the "President" (which expression shall include his successors and his representative Officers like Commissioner of Customs and his authorized officers) in the sum of Rs..... (Rupees..... only), in addition to any amount bound earlier, to be paid to the President for which payment well and truly to be made, I / we bind myself / ourselves, my / our successors / heirs, executors, administrators and legal representatives firmly by these presents.

Request made on day of 20.... and signed with electronic signature on the day and year, indicated therein.

Accepted for and behalf of the President of India by<Name of the Customs Officer>, <Designation> by appending electronic signature on the day and year, indicated therein.

Annexure F: List of Scenarios with Purpose Code

SCENARIO	CODE	Purpose	BG %age	Quantum of BG
Provisional Assessment(Scenario A)	P1	Carotar - PSU/Government(Central/State And their Undertakings)	0	Differential Duty
	P2	Carotar- All other categories including AEO	100	Differential Duty
	P3	SVB- All other importers in case of initial period till non-compliance as per cir 05/2016	5	Differential Duty
	P4	SVB-AEOT1 incaseofinitialperiod till non compliance as per cir 05/2016	2.5	Provisional Assessable Value
	P5	SVB-AEO T2 in case of initial period till non compliance as per cir 05/2016	1.25	Provisional Assessable Value
	P6	SVB a. AEOT3 b. PSU's, Government	0	Provisional Assessable Value
	P7	Chemical Test– a. AEOT3, b. PSU/Government(Central/State and their Undertakings)	0	Differential Duty
	P8	Chemical Test- AEO T2	25	Differential Duty. Incase differential duty not ascertainable then Provisional amount
	P9	Chemical Test- AEO T1	50	Differential Duty. Incase differential duty not ascertainable then provisional amount
	PA	Chemical Test- Others	100	Differential Duty. Incase differential duty not ascertainable then provisional amount
	PB	Carotar- Cases selected on random basis For verification of origin	0	Differential Duty
	PZ	Officer Determined		Equal to AV of Goods
Export Promotion Schemes (ScenarioB)	E1	EPCG/AA/DFIA- a. Export turnover more than 5 crores (goods or services) in preceding year b. Public Sector Undertaking c. Star Export House (Status Holder) registered with GST authorities and exporting in previous 2 FY having min export of 1 crore d. registered with GST and paid GST of 1 cr or more in previous FY	0	Duty foregone in case of concessional rate and AV of goods in other cases

	E2	EPCG/AA/DFIA– a. not covered under Sl. no. 2.1 (a,b,c,d,e) of Circular 17/2009-Cusdated 25.05.2009 b. Units in AEZ c. Established Service Providers who	15%	Duty foregone in case of concessional rate and AV of goods in other cases
SCENARIO	CODE	Purpose	BG %age	Quantum of BG
		have free FOREX earning of 50 lakhs or more during previous FY		
	E3	EPCG/AA/DFIA– a. Service providers handling sector who are appointed as Custodians by concerned jurisdictions	25%	Duty foregone in case of concessional rate and AV of goods in other cases
	E4	Others	100%	Duty foregone in case of concessional rate and AV of goods in other cases
	EZ	Officer Determined		Duty foregone in case of concessional rate and AV Of goods in other cases
Concessional Rate other than those under IGCR (Scenario C)	R1	Container	0	
	R2	Jobbing	0	
	RZ	Officer Determined		
Import as per Section 143 (Scenario D)	D1	Section143	0	Duty + interest accrued thereon during preceding period
	DZ	Officer Determined		Duty + interest accrued thereon during preceding period
Public/Private/Special Warehouse under Section 59 sub section 2 (Scenario E)	W1	a. Other than AEO Clients - sensitive goods stored for a period beyond 2 years b. non-sensitive goods stored for a period beyond 3 years	100	Duty + interest accrued thereon during preceding period
	W2	a. Non AEO Clients – Non sensitive goods stored 2-3 years b. AEO T1Non Sensitive goods stored more than 3 years c. Non AEO Clients – Sensitive goods stored for 1-2 years d. AEOT1clients sensitive goods stored beyond 2 years e. Gold, silver, other precious metals and articles thereof warehoused by AEO T1 Clients beyond 1 year	50%	Duty + interest accrued thereon during preceding period

	W3	a. non-sensitive goods stored for 1-2 year by importers other than AEO b. non sensitive goods stored for 2-3 year by AEO T1 c. non sensitive goods stored beyond 3 years by AEO T2 d. sensitive goods stored for 1-2 years	25%	Duty + interest accrued thereon during preceding period
SCENARIO	CODE	Purpose	BG %age	Quantum of BG
		By AEO T1 clients e. sensitive goods stored for more than 2 years by AEO T2 Clients f. Gold, silver, other precious metals and articles thereof warehoused by AEO T2 Clients beyond 1 year		
	W4	a. Non sensitive goods – AEO T1 for period 1-2 years b. Non Sensitive goods stored by AEO T2 stored for 2-3 years c. Sensitive Goods – AEO T2 for 1-2 years	12.50%	Duty + interest accrued thereon during preceding period
	W5	Non Sensitive goods stored for 1-2 years for AEO T2	6.25%	Duty + interest accrued thereon during preceding period
	W6	a. AEO T3 b. non sensitive goods stored for initial period of 1 year c. goods warehoused for supply to diplomats d. warehoused and sold through duty free shops, warehoused for supply as ship stores/airlines e. Gold, silver, other precious metals and articles thereof warehoused by AEO T3 Clients	0%	Duty + interest accrued thereon during preceding period
	W7	sensitive goods stored beyond 1 year in private warehouse	100%	Duty + interest accrued thereon during preceding period
	W8	vi. Sensitive goods stored for 0-1 year, if sensitive goods are proposed to be removed from public bonded warehouse to private bonded warehouse vii. Gold, silver, other precious metals and articles thereof warehoused at the time of deposit (Other than AEO)	100%	duty
	W9	Gold, silver, other precious metals and articles thereof warehoused at the time of deposit by AEO T1 Clients	50%	duty

	WA	Gold, silver, other precious metals and articles thereof warehoused at the time of deposit by AEO T2 Clients	25%	duty
	WZ	Officer Determined		Duty + interest accrued thereon during preceding period
SCENARIO	CODE	Purpose	BG %age	Quantum of BG
MOOWR in private warehouse in accordance with section 65 (SCENARIOF)	M1	MOOWR in Private Warehouse	0	
	MZ	Officer Determined		
MOOWR in Special warehouse in accordance with section 65 (SCENARIOG)	S1	MOOWR in Special Warehouse	0	
	SZ	Officer Determined		

Annexure G: List of States and UTs enabled at NeSL for e-BG and e-Customs**Bond**

S. No.	States/UTs	Integrated with NeSL for Customs Bond	Integrated with NeSL for Bank Guarantee
1	Delhi	Yes	Yes
2	Gujarat	Yes	Yes
3	Jharkhand	Yes	Yes
4	Karnataka	Yes	Yes
5	Kerala	Yes	Yes
6	Odisha	Yes	Yes
7	Puducherry	Yes	Yes
8	Rajasthan	Yes	Yes
9	Tamil Nadu	Yes	Yes
10	Telangana	Yes	Yes
11	Tripura	Yes	Yes
12	Uttar Pradesh	Yes	Yes
13	West Bengal	Yes	Yes
14	Chhattisgarh	Yes	No
15	Bihar	No	No
16	Andaman & Nicobar	No	Yes
17	Andhra Pradesh	No	Yes
18	Assam	No	Yes
19	J&K	No	Yes
20	Madhya Pradesh	No	Yes
21	Maharashtra	No	Yes
22	Manipur	No	Yes
23	Meghalaya	No	Yes
24	Punjab	No	Yes
25	Uttarakhand	No	Yes
26	Goa	No	No
27	Himachal Pradesh	No	No
28	Ladakh	No	No

Annexure H: List of Banks Integrated with NeSL for e-Bank Guarantee linkage

SR.NO	BANKNAME
1.	Au Small Finance Bank Limited
2.	Axis Bank Limited
3.	Bank of Baroda
4.	Bank of India
5.	Bank of Maharashtra
6.	Canara Bank
7.	Central Bank of India
8.	City Union Bank Ltd
9.	DCB Bank
10.	Dhanlaxmi Bank Limited
11.	HDFC Bank Limited
12.	ICICI Bank Limited
13.	IDBI Bank Limited
14.	IDFC First Bank Limited
15.	Indian Bank
16.	Indian Overseas Bank
17.	IndusInd Bank Ltd
18.	Karnataka Bank Limited
19.	Kotak Mahindra Bank Ltd
20.	Punjab and Sind Bank
21.	Punjab National Bank
22.	RBL Bank Limited
23.	Standard Chartered Bank
24.	State Bank of India
25.	The Federal Bank Limited
26.	The Hongkong & Shanghai Banking Corporation Ltd.
27.	The Karur Vysya Bank Limited
28.	The South Indian Bank Ltd
29.	UCO Bank
30.	Union Bank of India
31.	Yes Bank Limited

Annexure I : Model Form of Bank Guarantee Bond**GUARANTEE BOND**

To,

The President of India,
Through the <designation of the customs officer>
<Office Address>

Dear Sir,

In consideration of the President of India (hereinafter called the Government) having agreed to accept security in the form of Bank Guarantee for the value determined as per condition III of the multipurpose Bond executed by M/s..... having registered office located at.....and holding Import-Export Code No..... (hereinafter called the "obligor(s)") through request dated and assigned the Multipurpose Bond Number.....(hereinafter called the said Agreement) for the due fulfilment by the obligor(s) of the terms and conditions contained in the said Agreement for Rs.....(Rupees.....) We,(hereinafter referred (indicate the name of the bank) to as 'the Bank') at the request of (obligor(s)) do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said (obligor(s)) of any of the terms or conditions contained in the said Agreement.

2. We(indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said (obligor(s)) of any of the terms or conditions contained in the said Agreement or by reason of the (obligor(s)) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the (obligor(s)) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the (obligor(s)) shall have no claim against us for making such payment.

4. 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 virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till.....Office/Department/Ministry ofcertifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said (obligor(s)) and accordingly discharges this guarantee.

5. We(indicate the name of bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said (obligor(s)) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said (obligor(s)) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said (obligor(s)) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said (obligor(s)) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the (obligor(s)).

7. We(indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

8. Notwithstanding anything contained herein:

i.) Our liability under this guarantee shall not exceed INR.....<in words>

ii.) We <Name of the Bank>, <address of the bank>, further declare that this Bank Guarantee will be valid from <date> till <date> (inclusive of the claim period) and we undertake to renew this guarantee on its own till all the dues of the Government under or virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till.....Office/Department/Ministrycertifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said (obligor(s)) and accordingly discharges this guarantee.

iii.) And that, if this guarantee is not renewed for any reason whatsoever on or before the expiry of this guarantee, the entire amount guaranteed shall become forthwith due and payable to the government and the bank of its own shall pay to the Government without any demur.

9. The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below

Name of beneficiary and details	
BG issuance Mode	Electronic/Paper
Name	<Designation of Customs Officer > on behalf of the President of India
Office Address	Official Address of the Proper Officer of Customs
Bank A/c No: / Cust ID of beneficiary	As per the details given by SBI or ICICI Bank acting as the Beneficiary Bank
IFSC code	IFSC allotted for the purpose of SFMS in case of SBI and ICICI Bank
Bank Manager Name & Ph no:	
BG ADVISING MESSAGE-	
Field Number	
7035	
7037	

10. Dated the day of for.....
(indicate the name of the Bank).

Advisory: For Applicant and its BG Issuing Bank Branch. Not the integral part of the Paper BG as above.

It is to be noted that paper bank guarantee (PBG) will not be operational unless same is transmitted to the advisory bank through SFMS platform. For ready reference and updation of BG in Customs portal, it is necessary that BG issuing bank send the BG advice in the form of message format 760COV via SFMS (structural financial messaging system) as provided by RBI.

In the event of BG issuing bank not sending the message 760COV or committing any error while capturing the details at least in the below field, BG confirmation may not happen and subsequent processing may get stopped.

BG advising message - 760COV via SFMS

Field No	Particulars
7039	
7025	
7029	
7033	
7034	
7035(Non Mandatory)	
7036(Non Mandatory)	

Please note that your bank while issuing the BG ensure that above information is correctly captured as mentioned above in BG advising message i.e. 760COV

In case of any error by the applicant or BG issuing banker, neither Customs nor its service partners would be responsible for any consequences whatsoever it may be.

Note:

- 1) If issuing bank does not adhere to advisory Customs will not be responsible.
- 2) PBG shall be issued within 72 hours by the SFMS otherwise system will not recognize the receipt for placing the order by buyer.
- 3) Bank shall mandatorily use SFMS 760COV message protocol for inland BG.

Note: In case of Electronic Bank Guarantee, same is to be verified through eBG