

SL-883-1 Bb Regd No-18 (18)



बिहार BIHAR

15 JAN 2021

BHOJIPUR ARRAH

श्री 9477 दिनांक 18-01-2021 1000 रु. का बैंक ग्यारंटी  
क्र 6054 कागज पर लिखित और वापस - एग्जीक्यूटिव

AK 259225

पैन संकर प्रसाद मुखर्जी विक्रेता  
समाहरणालय हाता, आरा  
ला० नं०-138/33-84

**BG NO. 1204IGP000354621**

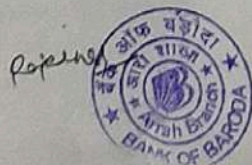
**PERFORMANCE BANK GUARANTEE**

TO,  
EXECUTIVE ENGINEER,  
RURAL WORKS DEPTT  
WORKS DIVISION PATNA

IN CONSIDERATION OF THE EMPLOYER UNDER THE TERMS AND CONDITIONS OF AGREEMENT  
MADE BETWEEN EXECUTIVE ENGINEER, RURAL WORKS DEPTT, WORKS DIVISION PATNA  
AND

BHARAT RATNA PANDEY FRIENDS COLONY KATIRA ARRAH 802301 IN PURSUANCE OF  
CONSTRUCTION OF PACKAGE NO. MR-N/19-20/PATNA/02 (TENDER ID-99716) ALONG WITH FIVE  
YEAR MAINTAINANCE WHEREAS THE CONTRACTOR (S) IS REQUIRED TO FURNISH "ADDITIONAL  
PERFORMANCE GUARANTEE" IN THE FORM OF AN IRREVOCABLE BANK GUARANTEE FOR THE  
SUM OF RS. 30,57,200 (RUPEES THIRTY LAKHS FIFTY SEVEN THOUSAND TWO HUNDRED ONLY)  
FOR THE SATISFACTORY COMPLETION OF THE WORK INCLUDING MAINTENANCE PERIOD IF ANY  
BY THE SAID CONTACTOR (S).

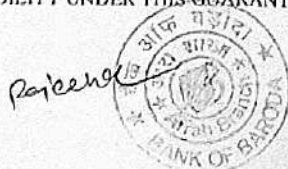
WHEREAS SUBMISSION OF PERFORMANCE GUARANTEE IS A CONDITION PRECEDENT  
TO THE SIGNING OF THE CONTRACT AGREEMENT.





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2. WE, BANK OF BARODA, A BODY CORPORATE CONSTITUTED UNDER THE BANKING COMPANIES (ACQUISITION AND TRANSFER OF UNDERTAKING) ACT, 1970 AND HAVING ITS HEAD OFFICE AT MANDAVI, BARODA, AND ONE OF ITS BRANCHES AT ARRAH MAIN KATIRA MORE BHILJPUR (HEREINAFTER REFERRED TO AS 'THE BANK') AT THE REQUEST OF BIHARAT RATNA PANDEY, CONTRACTOR(S) DO HEREBY UNDERTAKE TO PAY TO THE GOVERNMENT AN AMOUNT NOT EXCEEDING OF RS. 30, 57,200 (RUPEES THIRTY LAKHS FIFTY SEVEN THOUSAND TWO HUNDRED ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED OR WOULD BE CAUSED TO OR SUFFERED BY THE GOVERNMENT BY REASON OF ANY BREACH OF THE SAID CONTRACTOR(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID LETTER OF ACCEPTANCE AND THE AGREEMENT TO BE SIGNED AFTER FURNISHING OF PERFORMANCE GUARANTEE BY THE SAID CONTRACTOR(S).
3. WE BANK OF BARODA DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR, MERELY ON A DEMAND FROM THE EXECUTIVE ENGINEER BIKRAMGANJ STATING THAT THE AMOUNT/ CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD BE CAUSED TO OR SUFFERED BY THE EXECUTIVE ENGINEER BIKRAMGANJ BY REASON OF BREACH BY THE SAID CONTRACTOR (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 OF RS. 30, 57,200 (RUPEES THIRTY LAKHS FIFTY SEVEN THOUSAND TWO HUNDRED ONLY)
4. WE UNDERTAKE TO PAY TO EMPLOYER UP TO THE AMOUNT SO DEMANDED NOTWITHSTANDING ANY DISPUTE OR DISPUTES RAISED BY THE CONTRACTOR(S)/ SUPPLIER(S) IN ANY SUIT OR PROCEEDING BEFORE ANY COURT OR TRIBUNAL RELATING THERETO OUR LIABILITY UNDER THIS PRESENT BOND BEING ABSOLUTE THE UNEQUIVOCAL. THE PAYMENT SO MADE BY US UNDER THIS BOND SHALL BE A VALID DISCHARGE OF OUR LIABILITY FOR PAYMENT THERE UNDER AND THE CONTRACTOR(S)/ SUPPLIER(S) SHALL HAVE NO CLAIM AGAINST US FOR MAKING SUCH PAYMENT.
5. WE BANK OF BARODA 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 EXECUTIVE ENGINEER BIKRAMGANJ UNDER OR BY VIRTUE OF THE SAID AGREEMENT HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL EXECUTIVE ENGINEER, RURAL WORKS DIVISION BIKRAMGANJ THAT THE TERMS AND CONDITIONS OF THE SAID AGREEMENT HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID CONTRACTOR(S) AND ACCORDINGLY DISCHARGES THIS GUARANTEE UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE DATE 02.02.2022 I.E. PERIOD (12 MONTHS). WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.



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6. WE, BANK OF BARODA 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 OR THE TERMS AND CONDITIONS OF THE SAID AGREEMENT OR TO EXTEND TIME OF PERFORMANCE BY THE SAID CONTRACTOR(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 CONTRACTOR(S) AND TO FOREBEAR 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 CONTRACTOR(S) OR ANY SUCH MATTER OR THING WHATSOEVER WHICH UNDER THE LAW RELATING TO SURETIES WOULD, BUT FOR THIS PROVISION, HAVE EFFECT OF SO RELIEVING US.
7. THIS GUARANTEE WILL NOT BE DISCHARGED DUE TO THE CHANGE IN THE CONSTITUTION OF THE BANK OR THE CONTRACTOR(S)/ SUPPLIER(S).
8. WE, BANK OF BARODA LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF THE EXECUTIVE ENGINEER BIKRAMGANJ IN WRITING.
9. THIS BANK GUARANTEE IS NOT ASSIGNABLE AND NOT TRANSFERABLE TO THIRD PARTY. FURTHER,  
"NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE",
1. OUR LIABILITY UNDER THIS BANK GUARANTEE SHALL NOT EXCEED RS. 30, 57,200 (RUPEES THIRTY LAKHS FIFTY SEVEN THOUSAND TWO HUNDRED ONLY)
2. THIS BANK GUARANTEE SHALL BE VALID UP TO 02.02.2022.
3. WE ARE LIABLE TO PAY THE BANK GUARANTEE AMOUNT OR ANY PART THEREOF UNDER THIS BANK GUARANTEE, ONLY IF YOU SERVE UPON AS A WRITTEN CLAIM OR DEMAND AND SAID CLAIM OR DEMAND SHOULD REACH THE BANK OF BARODA, ARRAH MAIN KATIRA MAIN BHOJPUR 802301 ON OR BEFORE 02.02.2022.
- THIS GUARANTEE WILL BE OPERATIVE WHEN ACCOMPANIED WITH ADVICE (SFMS) ISSUED FROM THE ADVISING BANK.

FOR BANK OF BARODA

