



बिहार BIHAR

3269 / 12.10.2022 (दुमरा 1000) केन्द्रापुरी जिला

पुनर्-दल केन्द्रापुरी जिला 12/10/2022

AN 288862

माला केन्द्रापुरी जिला 12/10/2022

Guarantee No. 27/860/2022/17

कच्चा पसाद आवासीय
बनाना प्रगत दुर्घात निरोधक
निर्माण कार्यालय - बटिया
प्लॉ नं० - 1/24/3 - 04

BANK GUARANTEE BOND**GUARANTEE BOND**

1. In consideration of the president of India (hereinafter called "the Government") having agreed to exempt M/s Sharda Construction (hereinafter called "the said Contractor(s)" from the demand under the terms and condition of an Agreement Dated 01.11.2022 made between Central Bank of India, Bettiah and T. E. R. C. D. Works Division Bettiah for Agreement (hereinafter called "the said Agreement") of the security deposit for the due fulfilment by the said contractor (s) of the terms and condition contained in the said Agreement on production of a Bank Guarantee for Rs. 24,89,000/- (Rupees Twenty four Lacs Eighty nine Thousand only), we Central Bank of India, Bettiah (Indicate the name of the bank (hereinafter referred to as 'the Bank') at the request of M/s Sharda Construction (contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. 24,89,000/- Against any loss or damage cause to our suffered or would be cause to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We Central Bank of India, Bettiah (Indicate the name of the bank) do hereby undertake to pay the amount due and payable under this Guarantee without an 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 causes to or suffered by the government by reason of breach by the said contractor(s) of any of the terms or condition contained in the said agreement or by reason of the 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 Rs. 24,89,000/-



3. We undertake to pay to the Government any money so demanded not with standing any dispute or disputes raised by the contractor(s)/supplies (s) in any suit or proceeding pending before any court or tribunal relating there to our liability under this present being absolute and unequivocal. The payment there under and the contractor(s) /supplier(s) shall have no claim against us for making such payment.
4. We Central Bank of India, Bettiah (indicate the name of the 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 claim satisfied or discharged or till 06.11.2023 office/ department /ministry of Bihar certifies that be terms and condition of the said agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the 06.11.2023 we shall be discharged from all liabilities under this guarantee thereafter.
5. We Central Bank of India, Bettiah (indicate the name of the 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 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 for bear or enforce any for the terms and condition relating to the said agreement and we shall not be relieved form our ability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance act or omission on that part of the government or any indulgence by the government to the said contractor(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 contractor(s)/ suppliers(s).
7. Name of Scheme Letter No 2572/Bettiah Dated 10.09.2022
(indicate the name of the bank) Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

DATE 7th Day of November 2022

For Central Bank of India, Bettiah



भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

3433 / 15.10.2022 (2022/1000) AN 290028
 27/86.9/2022/15
 2022/1000

1. In consideration of the president of India (hereinafter called "the Government") having agreed to exempt M/s Sharda Construction (hereinafter called "the said Contractor(s)" from the demand under the terms and condition of an Agreement Dated 07.11.2022 made between Central Bank of India, Bettiah and E. E. R. W. D. Works Division Bettiah for Agreement (hereinafter called "the said Agreement") of the security deposit for the due fulfilment by the said contractor (s) of the terms and condition contained in the said Agreement on production of a Bank Guarantee for Rs 1991000 (Rupees Nineteen Lacs Ninety One Thousand only), we Central Bank of India, Bettiah (Indicate the name of the bank (hereinafter referred to as 'the Bank') at the request of M/s Sharda Construction (contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. 1991000 ± 00 Against any loss or damage cause to our suffered or would be cause to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We Central Bank of India, Bettiah (Indicate the name of the bank) do hereby undertake to pay the amount due and payable under this Guarantee without an 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 causes to or suffered by the government by reason of breach by the said contractor(s) of any of the terms or condition contained in the said agreement or by reason of the 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 Rs. 1991000 ± 00



3. We undertake to pay to the Government any money so demanded not with standing any dispute or disputes raised by the contractor(s)/supplies (s) in any suit or proceeding pending before any court or tribunal relating there to our liability under this present being absolute and unequivocal. The payment there under and the contractor(s) /supplier(s) shall have no claim against us for making such payment.
4. We Central Bank of India, Bettiah (indicate the name of the 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 claim satisfied or discharged or till 06.11.2023 office/ department /ministry of Bihar certifies that be terms and condition of the said agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the 06.11.2023 we shall be discharged from all liabilities under this guarantee thereafter.
5. We Central Bank of India, Bettiah (indicate the name of the 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 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 for bear or enforce any for the terms and condition relating to the said agreement and we shall not be relieved form our ability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance act or omission on that part of the government or any indulgence by the government to the said contractor(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 contractor(s)/ suppliers(s).
7. Name of Scheme Letter No 2572/Bettiah Dated 10.09.2022
(indicate the name of the bank) Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

DATE 7th Day of November 2022

For Central Bank of India, Bettiah

