



बिहार BIHAR

23 NOV 2024

3518 बैंक ऑफ बरोडा शाखा बक्सर में जमा किया गया
विवरण बैंक खाते में 12/12/24
AX 900149
मिनिस्टर ऑफिस
बक्सर, बिहार
4-12-2024

B.G.No.-3123IGPER000425

Date : 04-12-2024

E.E. RWD

Works Division Buxar

In consideration of **E.E. RWD Works Division Buxar** (The beneficiary) having agreed to exempt **Santosh Kumar Choube** (hereinafter called "the said contractor(s)") from the demand, under the terms and condition of an Agreement to be made between **E.E. RWD Works Division Buxar** and **Santosh Kumar Choube** for work namely **RWD Works Division, Buxar MR-N/23-24 BUXAR/03** (hereinafter called "the said agreement"), of security deposit for the due fulfilment by the said contractor(s) of the terms and condition in the said agreement, on production of a Bank Guarantee **Rs.1,70,00,000/- (Rupees One Carore Seventy Lacs only)**, we Bank of Baroda (hereinafter referred to as "the Bank") do hereby undertake to pay to the beneficiary an amount not exceeding **Rs. 1,70,00,000/- (Rupees One Carore Seventy Lacs only)**, against any loss or damage caused to or suffered or would be caused or suffered by the beneficiary by reason of a breach by the said Contractor(s) of any the terms and conditions in the said Agreement.

बैंक ऑफ बरोडा / Bank of Baroda
FORBANK OF BARODA
बक्सर शाखा / Buxar Branch

B.G.No.-31231GPER000425

Date : 04-12-2024

2. 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 beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the beneficiary by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's(s') failure to perform the said Agreement. Any such demand 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. 1,70,00,000/- (Rupees One Carore Seventy Laacs only).
3. We, Bank of Baroda, further agree that the guarantee herein contained shall remain in full force and except 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 beneficiary under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharge or till beneficiary certified that the terms and condition of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee.
4. This contract of Bank Guarantee shall remain in operation for a period of 12 month(period for which guarantee is required to be mentioned here) only after the date on which the contract is signed by the parties. The demand if any for payment under the terms of this contract shall be made by the beneficiary within the said period of 12 months only. The beneficiary may enforce the right pursuant to such demand in any Court or Tribunal in accordance with Law.
5. We, Bank of Baroda, further agree with the beneficiary that the beneficiary shall have the fullest liberty without or consent and without accepting in any manner our obligations hereunder to vary any of this terms and condition 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 beneficiary against the Contractor(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 Contractor(s) or for any forbearance, act or omission on the part of the beneficiary or any indulgency by the beneficiary 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 us relieving us.

कृते बैंक ऑफ ब
BANK OF BARODA

बसंत शाखा/ Branch
बसंत शाखा/ Branch



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6. The beneficiary shall, as far as possible assess and quantify the actual loss/damage suffered before invocation and invoke the guarantee accordingly. If it is/was not possible for the beneficiary to furnish the actual loss/damage suffered at the time of invocation, then, the Bank shall pay the amount in terms of invocation by the beneficiary. The beneficiary shall, nevertheless, at least after receipt of the guarantee money from the Bank, assess and finally quantify the actual loss/damage and while settling the accounts of the contractor/supplier viz. **Santosh Kumar Choube** (mention constituent's name) shall pay the residual dues payable to the contractor/supplier (all relating to the contract in respect of which the guarantee has been issued and at least to the extent of payment/s made by the Bank) to/through the Bank and shall not pay the dues, in any event, directly to the contractor/supplier.
7. We, Bank of Baroda lastly undertake not to revoke this guarantee except with the previous consent of the government in writing.
8. Notwithstanding anything contained herein:
- Our liability under this bank guarantee shall not exceed Rs. **1,70,00,000/- (Rupees One Carore Seventy Lacs only)**.
 - This Bank guarantee shall be valid up to **01 yr. from the date of Issue of guarantee** and,
 - We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve up to as a written claim or demand on or before **03-12-2025**.

Date the 04th day of December, 2024

कृते बैंक ऑफ बड़ोदा
For BANK OF BARODA

ब्रिच म्याकरा प्रबन्धक / Sr Branch Manager
ब्रिच म्याकरा / Branch Buxar

