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प्रेम-शंकर प्रसाद मुद्रांक विक्रेता
समाहरणालय हाता, आरा
ला० नं०-133/83-84

BG NO. 1204IGP001043921

PERFORMANCE BANK GUARANTEE

TO,
EXECUTIVE ENGINEER,
RURAL WORKS DIVISION
WORKS DIVISION TRIVENIGANJ

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

MANISH KUMAR SINGH VILL PLUS PO- SAKKADI THANA -KOILWAR THANA- KOILWAR DISTT-
BHOJPUR IN PURSUANCE OF CONSTRUCTION OF PACKAGE NO. MR-N/19-20- TRIVENIGANJ/02
(NAME OF ROAD- (1) TRIVENIGANJ MELA GROUND TO MIRJAWA PWD ROAD (2) BHURA TO
BHAIROPATI (3) PURNDAHA -HARIHARPATTI WHEREAS THE CONTRACTOR (S) IS REQUIRED TO
FURNISH "ADDITIONAL PERFORMANCE GUARANTEE" IN THE FORM OF AN IRREVOCABLE BANK
GUARANTEE FOR THE SUM OF RS. 6, 00,000 (RUPEES SIX LAKHS ONLY) FOR THE SATISFACTORY
COMPLETION OF THE WORK INCLUDING MAINTENANCE PERIOD IF ANY BY THE SAID CONTACTOR
(S).

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

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'The Bank of Baroda'



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 BHOJPUR (HEREINAFTER REFERRED TO AS 'THE BANK') AT THE REQUEST OF MANISH KUMAR SINGH, CONTRACTOR(S) DO HEREBY UNDERTAKE TO PAY TO THE GOVERNMENT AN AMOUNT NOT EXCEEDING OF RS. 6, 00,000 (RUPEES SIX LAKHS 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. 6, 00,000 (RUPEES SIX LAKHS 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 06.04.2022 I.E. PERIOD (12 MONTHS). WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.



कृति बैंक ऑफ बरोडा
For Bank of Baroda

मुख्य प्रबंधक
Chief Manager
आरा शाखा/Arar Branch

BG NO. 1204IGP001043921

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. RS. 6, 00,000 (RUPEES SIX LAKHS ONLY)
 2. THIS BANK GUARANTEE SHALL BE VALID UP TO 06.04.2022.
 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 06.04.2022.
- THIS GUARANTEE WILL BE OPERATIVE WHEN ACCOMPANIED WITH ADVICE (SFMS) ISSUED FROM THE ADVISING BANK.

FOR BANK OF BARODA



मुख्य अधिकारी
For Bank of Baroda

मुख्य प्रबंधक
Chief Manager
आरा शाखा/Ara Branch