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Conversation History

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Executive Engineer RWD PIRO

a Arrah Branch, Arrah, Bihar to me

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English Translate message

Dear Sir,

With reference to the trail mail, we confirm issuance of the captioned bank guarantee of Rs 19,93,000/- and Rs 16,60,600

Regards



Arrah (Main) Branch Mob No. #7903359253 Manager (Credit) Plyush Sharad



बिहार BIHAR

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विशेष्ट्र नाथ सिन्हा नार्य- १३७०० मुद्रांक विकेता, ता० नं०-3/94-95 रिजरट्री ऑफिस, आरा, भोजपुर

forming an integral Part of BC NO.1204 IGP002899523

: JOB No.......duly Signed/ ecepted by MS Dhanlakni construction Private limited

28 0912023 For 120LICC/00 of Rs. 19.93,000/- at, Arrah

> कुले विंक ऑफ बडांदा For Bank of Baroda आरा शाखा/Ara Bran





PHYSICAL ISSUANCE OF BANK GUARANTEE

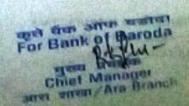
PIDSICAL ISSUANCE OF BANK GUARANTEE

RG NO 1204IGP002899523 DAFE 28 09 2023

TO, EXECUTIVE ENGINEER RURAL WORKS DEPARTMENT WORK DIVISION PIRO

IN CONSIDERATION OF EXECUTIVE ENGINEER RURAL WORKS DEPARTMENT WORK DIVISION PIRO (THE BENEFICIARY) HAVING AGREED TO EXEMPT M/S DHANLAXMI CONSTRUCTION PRIVATE LIMITED (HEREINAFTER CALLED. THE SAID CONTRACTOR(S).) FROM THE DEMAND, UNDER THE TERMS AND CONDITIONS OF AN AGREEMENT DATED 26-09-2023 VIDE MEMO NO. 2075 MADE BETWEEN M/S DHANLAXMI CONSTRUCTION PRIVATE LIMITED AND EXECUTIVE ENGINEER RURAL WORKS DEPARTMENT WORK DIVISION PIRO FOR CONSTRUCTION OF REPAIR ROAD FROM 1104 TO SEDAMAN PIRO TO BIHTA PACKAGE NO. (MR. N. 22-23 PIRO /04) TENDER 10-124128[M/R] HERLINAFTER CALLED. THE SAID AGREEMENT). OF SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID CONTRACTOR(S) OF THE TERMS AND CONDITIONS IN THE SAID AGREEMENT, ON PRODUCTION OF AN ADDITIONAL BANK GUARANTEE FOR RS 19.93,000/- (RUPEES NINETEEN LAC NINETY THREE THOUSAND ONLY)..., WE BANK OF BARODA (HEREINAFTER REFERRED TO AS THE BANK) DO HEREBY UNDERTAKE TO PAY TO THE BENEFICIARY AN AMOUNT NOT EXCEEDING RS 19.93,000/- (RUPEES NINETEEN LAC NINETY THREE THOUSAND 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 OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID AGREEMENT.

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 CONTRACTORS) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID AGREEMENT OR BY REASON OF THE CONTRACTORS (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 19,93,000/- [RUPEES NINETEEN LAC NINETY THREE THOUSAND 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 CLAIM SATISFIED OR DISCHARGED OR TILL 26/09/2024 BENEFICIARY EXECUTIVE ENGINEER RURAL WORKS DEPARTMENT WORK DIVISION PIRO CERTIFIES THAT THE TERMS AND CONDITIONS OF THE SAID AGREEMENT HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID CONTRACTOR(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE

4.THIS CONTRACT OF BANK GUARANTEE SHALL REMAIN IN OPERATION FOR A PERIOD OF 12 MONTHS I.E. UPTO 26/09/2024 (PERIOD FOR WHICH GUARANTEE IS REQUIRED TO BE MENTIONED HERE) ONLY AFTER THE DATE ON WHICH THIS 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 OUR CONSENT AND WITHOUT ACCEPTING IN ANY MANNER OUR OBLIGATION 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 ANY OF THE POWER EXERCISABLE BY THE BENEFICIARY AGAINST THE SAID 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 BENEFICIARY OR ANY INDULGENCE BY THE BENEFICIARY TO THE SAID CONTRACTOR(S) OR BY ANY SUCH MATTER OR THING WHATSOEVER WHICH UNDER THE LAW RELATING TO SURETIES WHICH WOULD BUT FOR THIS PROVISION HAVE AFFECT OF SO RELIEVING US.

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., M/S DHANLAXMI CONSTRUCTION PRIVATE LIMITED (MENTION CONSTITUENTS 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 ATLEAST 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 DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF THE BENEFICIARY IN WRITING.

8.NOTWITHSTANDING ANY THING TO THE CONTRARY CONTAINED HEREIN ABOVE.
(1)OUR LIABILITY UNDER THIS BANK GUARANTEE SHALL NOT EXCEED RS 19,93,000/- (RUPEES NINETEEN LAC NINETY THREE THOUSAND ONLY)



THE RESIDENCE TO STATE OF THE S



(2)THIS BANK GUARANTEE SHALL BE VALID UPTO 26/09/2024 AND,

(3)WE ARE LIABLE TO PAY THE GUARANTEE AMOUNT OR ANY PART THEREOF UNDER THIS BANK GUARANTEE ONLY AND ONLY IF YOU SERVE UPON US A WRITTEN CLAIM OR DEMAND ON OR BEFORE 26/09/2024.

THIS GUARANTEE IS NIETHER ASSIGNABLE NOR TRANSFERABLE.

THIS GUARANTEE WILL BE OPERATIVE WHEN ACCOMPANIED WITH ADVICE (SFMS) ISSUED FROM THE ADVISING BANK

DATED THE 28TH DAY OF SEP 2023.

FOR BANK OF BARODA

कुले वैंक ऑफ एंटा For Bank of Baroda मुख्यों प्रकास Chief Managei आरा शाखा/Ara में कार्या



o din aghar o d Baroda

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कुले बंक आप ्डादा For Bank of Baroda Orbital

Hुख्य प्रमध्यक Chief Manager आरा शास्त्रा/Ara Branch





Treasury Concer

329) AR 301048

AR 301048

> क्ले बॅक आफ बड़ीदा For Bank of Baroda मुख्य प्रबंधक Shief Manager अंश शखा 'Ara Branch



S.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 CLAIM SATISFIED OR DISCHARGED OR TILL 26/06/2024 BENEFICIARY EXECUTIVE ENGINEER RURAL WORKS DEPARTMENT WORK DIVISION PIRO CERTIFIES THAT THE TERMS AND CONDITIONS OF THE SAID AGREEMENT HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID CONTRACTOR(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE.

4.THIS CONTRACT OF BANK GUARANTEE SHALL REMAIN IN OPERATION FOR A PERIOD OF 12 MONTHS (PERIOD FOR WHICH GUARANTEE IS REQUIRED TO BE MENTIONED HERE) ONLY AFTER THE DATE ON WHICH THIS 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 OUR CONSENT AND WITHOUT ACCEPTING IN ANY MANNER OUR OBLIGATION 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 ANY OF THE POWER EXERCISABLE BY THE BENEFICIARY AGAINST THE SAID 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 BENEFICIARY OR ANY INDULGENCE BY THE BENEFICIARY TO THE SAID CONTRACTOR(S) OR BY ANY SUCH MATTER OR THING WHATSOEVER WHICH UNDER THE LAW RELATING TO SURETIES WHICH WOULD BUT FOR THIS PROVISION HAVE AFFECT OF SO RELIEVING US

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., M/S DHANLAXMI CONSTRUCTION PRIVATE LIMITED (MENTION CONSTITUENTS 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 ATLEAST 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 DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF THE BENEFICIARY IN WRITING.

8.NOTWITHSTANDING ANY THING TO THE CONTRARY CONTAINED HEREIN ABOVE.

(1)OUR LIABILITY UNDER THIS BANK GUARANTEE SHALL NOT EXCEED RS.16,60,800/-(RUPEES SIXTEEN LAC

(2) THIS BANK GUARANTEE SHALL BE VALID UPTO 26/06/2024 AND.



SIXTY THOUSAND EIGHT HUNDRED ONLY).



PHYSICAL ISSUANCE OF BANK GUARANTEE

PHYSICAL ISSUANCE OF BANK GUARANTEE

BG NO:1204IGP002902823 DATE:28/09/2023

TO,
EXECUTIVE ENGINEER,
RURAL WORKS DEPARTMENT
WORK DIVISION PIRO

IN CONSIDERATION OF EXECUTIVE ENGINEER RURAL WORKS DEPARTMENT WORK DIVISION PIRO (THE BENEFICIARY) HAVING AGREED TO EXEMPT M/S DHANLAXMI CONSTRUCTION PRIVATE LIMITED (HEREINAFTER CALLED THE SAID CONTRACTOR(S)) FROM THE DEMAND, UNDER THE TERMS AND CONDITIONS OF AN AGREEMENT DATED 26/09/2023 VIDE MEMO NO. 2075 MADE BETWEEN M/S DHANLAXMI CONSTRUCTION PRIVATE LIMITED AND EXECUTIVE ENGINEER RURAL WORKS DEPARTMENT WORK DIVISION PIRO FOR CONSTRUCTION OF REPAIR ROAD FROM 1104 TO SEDAHAN PIRO TO BIHTA PACKAGE NO. (MR-N/22-23 PIRO/04) TENDER ID 124128(M/R) HEREINAFTER CALLED THE SAID AGREEMENT), OF SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID CONTRACTOR(S) OF THE TERMS AND CONDITIONS IN THE SAID AGREEMENT, ON PRODUCTION OF AN ADDITIONAL BANK GUARANTEE FOR RS.16,60,800/-(RUPEES SIXTEEN LAC SIXTY THOUSAND EIGHT HUNDRED ONLY)., WE BANK OF BARODA (HEREINAFTER REFERRED TO AS THE BANK) DO HEREBY UNDERTAKE TO PAY TO THE BENEFICIARY AN AMOUNT NOT EXCEEDING RS.16,60,800/-(RUPEES SIXTEEN LAC SIXTY THOUSAND EIGHT HUNDRED 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 OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID AGREEMENT.

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 CONTRACTORS (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.16,60,800/-(RUPEES SIXTEEN LAC SIXTY THOUSAND EIGHT HUNDRED ONLY).



GUARANTEE ONLY AND ONLY IF YOU SERVE UPON US A WRITTEN CLAIM OR DEMAND ON OR BEFORE 26/06/2024.

THIS GUARANTEE IS NIETHER ASSIGNABLE NOR TRANSFERABLE.

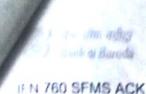
THIS GUARANTEE WILL BE OPERATIVE WHEN ACCOMPANIED WITH ADVICE (SFMS) ISSUED FROM THE ADVISING BANK

IN AMERICAN STREET STREET OF MAY ABOTHANA

DATED THE 28TH DAY OF SEPTEMBER 2023 FOR BANK OF BARODA

> कुले वंक ऑफ बड़ीदा For Bank of Baroda पुरव्य प्रविध्य Chief Manager आला शाखा/Ara Branch





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ARTMENT WORK DIVISION PIRO

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