## कार्यपालक अभियंता का कार्यालय, गामीण कार्य विभाग,कार्य प्रमण्डल, हिलसा।

पत्र संख्या ... 700 % मूठ

हिलसा, दिनांक .......

प्रेषक.

कार्यपालक अभियंता, ग्रामीण कार्य विभाग, कार्य प्रमण्डल, हिलसा।

सेवा में.

शाखा प्रबंधक,

केनरा बैंक, हिलसा, नालन्दा।

विषय:--

बैंक गारंटी सत्यापन करने करने के संबंध में।

महाशय,

उपर्युक्त विषयक के संबंध में कहना है कि Mantu Singh, Hilsa Nalanda के नाम से B.G आपके शाखा से निर्गत है।

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क0सं0	बैंक गारंटी नं0	राशि	बैधता
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उपरोक्त B.G जो कार्यपालक अभियंता, ग्रामीण कार्य विभाग कार्य प्रमंडल, हिलसा, के पदनाम से प्रतिज्ञिप्त है। इसे सत्यापित करते हुए निबंधित डाक या ई0-मेल के माध्यम से अधोहस्ताक्षरी के कार्यालय में उपलब्ध कराने की कृपा की जाय ताकि अग्रेतर कार्रवाई की जा सके।

विश्वास्रभाजन

कार्यपालक अभियंतो ग्रामीण कार्य विभाग कार्य प्रमंडल हिलसा।

B G. ET2GPGE 24137501 Toguire



## e-Stamp

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: 16-May-2024 02:01 PM

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## PERFORMANCE BANK GUARANTEE

CANARA BANK (Name of the Bank)

Address HILSA, NALANDA-801302

Guarantee No. ..ET2GPGE241375001

USER REF:04190GPGE2413701...

A/c Messrs MANTU SINGH(Name of Contractor)

Date of Expiry 15/05/2025

Limit to liability (currency & amount) 15,05,000/-&Fifteen lakhs Five thousands only

Contract No.258dated 20/02/2024

For "Contract no.258 dated 20/02/2024 for Construction & Five year maintenance of Tender title :-MR-

N/2023-24 Hilsa/09 (Name of Facilities)

Subject Performance Bank Guarantee

IIN 24H0616625

Date ...16/05/2024

To

**Executive Engineer** 

R.W.D Works Division, Hilsa

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[Name and Address of Employer] - Competent Authority

Dear Sir.

We refer to the Contract Agreement (hereinafter called the -Contract) Reference No. 258 dated 20/02/2024 between You and M/s. Mantu singh(Name of the Contractor) (hereinafter called the —Contractor) for the design, civil, manufacture, supply of plant & equipment, structures, storage, insurance & handling, erection, testing, commissioning and performance.

Guarantee tests of "Contract no.258 dated 20/02/2024 for Construction & Five year maintenance of Tender title :-MR-N/2023-24 Hilsa/09 (Name of Facilities)

Whereas the Contractor has undertaken to produce a Bank guarantee under the Contract including any amendment thereto, to secure its obligations to you for the performance of the Contract including the guarantees and warranty of the Facilities & the equipment supplied.

- 1. We , Canara Bank, a body of corporate under the Banking Companies (Acquisition & Transfer of undertakings) Act, 1970 having its head Office at No. 112, JC Road, Bengaluru and one of its offices at Hilsa, Nalanda -801302 (hereinafter referred to as "the Bank") (*Name of the Bank*) do hereby expressly irrevocably and unreservedly undertake to unconditionally pay to you merely on your written demand, without referring it to the contractor and without protest and demur an amount not exceeding 1505000.00(FifteenLakhs Five Thousand Only) (*currency and amount*). Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee/ any extension thereto. However, our liability under this guarantee shall be restricted to an amount not exceeding 15,05,000.00
- 2 This Guarantee shall be operable / encashable at CANARA BANK (Name of Bank), Hilsa. (Branch),
- 3. Notwithstanding anything to the contrary we agree that your decision as to whether the Contractor has committed a breach of any terms and conditions of the contract shall be final and binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.
- 4. We undertake to pay to you any money so demanded notwithstanding any dispute ordisputes raised by the Contractor(s) / supplier(s) in any suit or proceeding pendingbefore any court or Tribunal or arbitration relating thereto, our liability under thesepresents being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of ourliability for payment thereunder.

- 5. This guarantee shall come into force from the date of issue of this guarantee and shall remain irrevocably valid and inforce initially upto <u>15/05/2025</u> and the same may at bank's option be extended further until the expiry of the Defect Liability Period of the said Contract.
- 6 This guarantee shall not in any way be affected by you taking any securities from the Contractor or by the winding up. dissolution, insolvency or death as the case may be ofthe Contractor. We shall not be entitled to proceed against the assets of the Contractorat your site.
- 7 In order to give full effect to the Guarantee herein contained, you shall be entitled to actas if we were your principal debtors in respect of all your claims against the Contractor, hereby guaranteed by us as aforesaid and we hereby expressly waive all our suretyshipand other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.
- 8 This guarantee is in addition to any other guarantee or guarantees given to you by us.
- 9. This guarantee shall not be discharged by any change in the constitution of the Contractor or us, nor shall it be affected by any change in your constitution or by anyamalgamation or absorption there'of or therewith but will ensure for and be available to and effaceable by the absorbing or amalgamated company or concern.
- 10. Our liability under this guarantee is restricted upto a sum 1505000.(Fifteen Lakhs Five Thousand only) (currency and amount) and shall expire on 15/05/2025 unless a claim or demand is made on us in writing within the expiry date i.e.15/05/2025 allyour rights shall be forfeited and we shall stand relieved and discharged from ourliabilities hereunder.
- 11. We, the said Bank confirm that the Signatory (ies) of this Guarantee is/are authorized toissue this Guarantee on behalf of the Bank and the Bank undertakes the fullresponsibility to this effect.

Notwithstanding anything contained herein

(a) Our liability under this Bank Guarantee shall not exceed Rs. <u>1505000</u>.(Fifteen Lakhs Five Thousand Only)

(b) This Bank Guarantee shall be valid upto 15/05/2025 and

(c) We are liable to pay the guaranteed 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 15/05/2025.

This bank Guarantee shall be effective only when the BG message is transmitted by the issuing bank through SFMS to the CANARA BANK, HILSA BRANCH and written confirmation to that effect is issued by the bank of -केनरा चेंदा beneficiary.

Canara Bank Your faithfuly

Dated ... 16 day of May 2024ger For CANARA BANKO/Manager