

बिहार BIHAR

BGN- BG/05/02

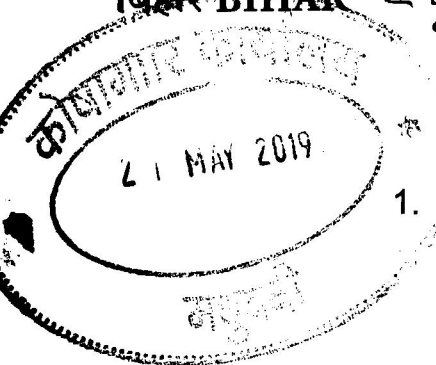
Expiry - 17/04/20

AD 447841

आदिश्वर शर्मा झा

मुख्य विकास अवर निबन्धन कार्यालय

GUARANTEE BOND नं ३० ३८४-८५



1. In consideration of Govt. of Bihar (hereinafter called 'the Government') having agreed to exempt Sri Shreest Narayan Jha [hereinafter called 'the said Contractor (s)'] from the demand under the terms and condition of an Agreement (RWD/MR3054/HQ/ET/01-2016-17) of the tender improvement of road (Group-158) from Benipatti to Devpura, Akaur Path made between Sri Shreest Narayan Jha and Executive Engineer, RWD woks division Govt. of Bihar, Benipatti, Madhubani (Bihar) for construction work (hereinafter called " the said Agreement") of security deposit for the dues fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a ban Guarantee for Rs. 500000/- (Rupees five Lakh only) We, central Bank of India B/o-Behta, (hereinafter referred (indicate the name of the Bank) at the request of Sri Shreest Narayan Jha [contractor(s)] do hereby undertake to pay the Govt. an amount not exceeding Rs. 500000/- against any loss or damage caused to or suffered or would be caused to or suffered by the Govt. 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 B/o-Behta (Indicate the name of the bank) do hereby undertake to pay the amounts due and



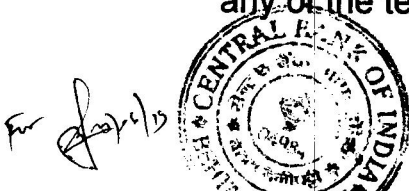
payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Agreement or reason of the contractor (s) failure to perform to the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by 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. 500000/-**

3. We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be 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.

4. We, Central Bank of India, B/o-Behta (indicate the name of 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 said Agreement and that it shall continue 17.04.2020 to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharge or till office/Department/Ministry of executive Engineer RWD works Division Govt. of Bihar, Benipatti, Madhubani 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 this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the 17.04.2020 we shall be discharged from all liability under this guarantee thereafter.

5. We, Central Bank of India, B/o-Behta (indicate the name of bank) further agree with 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 aid contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived 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 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, out 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. We, Central Bank of India, B/o-Behta (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the government in writing.
8. Notwithstanding anything **CONTAINED HEREIN ABOVE**
 - (i) Our liability under the Bank Guarantee shall not exceed **Rs. 500000/-** Rs. in word (**Rs. Five Lakh only**)
 - (ii) This Bank Guarantee shall be valid up to 17.04.2020
 - (iii) 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 17/04/2020... (Date of Expiry of Bank Guarantee).

Dated 15th Day of April 2019.



[Handwritten signature]



[Handwritten signature]

Authorized Signatory 30/6/2019
For, Central Bank of India,
~~B/o Behta (Bhubaneswar)~~

