

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

बिहार BIHAR

मधुपुर प्रखंड के शिवनगर और फुलवरिया के बीच पी०एम०जी०एस०वाई० पथ में
प्रमि-ए 4540 130/1000=4
20-08-19 AE 443047
130/1000 x 1/1000

7/11/19
प्रमुख अधिकारी
मुद्रांक विक्रता अरेंज
जान नं० 168/94

BANK GUARANTEE

Bank Guarantee No. 267

Date: 23/8/19

Amount: 6,20,000/-

Valid upto: 21/8/20

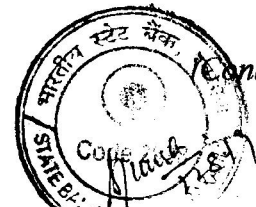
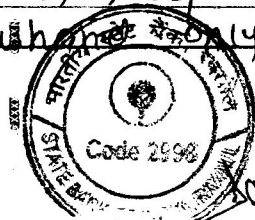
E.E. RWD, Works Division, Benipatti (BIHAR)

Work Name :- मधुवापुर प्रखंड के शिवनगर और फुलवरिया के बीच पी०एम०जी०एस०वाई० पथ में बरसाती धार पर उच्च स्तरीय पुल निर्माण।

Dear Sir,

1. E.E. RWD, Works Division, Benipatti, (BIHAR), मधुवापुर प्रखंड के शिवनगर और फुलवरिया के बीच पी०एम०जी०एस०वाई० पथ में बरसाती धार पर उच्च स्तरीय पुल निर्माण for tenderer Rohan Construction Pvt. Ltd. At.-Pareuwa, Ward No.-1, Raxaul, P.O. & P.S.-Raxaul, Distt.-East Champaran (Bihar).

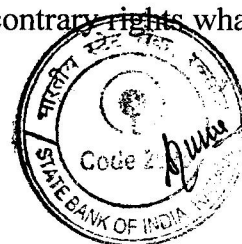
2. In consideration of E.E. RWD, Works Division, Benipatti, (BIHAR), मधुवापुर प्रखंड के शिवनगर और फुलवरिया के बीच पी०एम०जी०एस०वाई० पथ में बरसाती धार पर उच्च स्तरीय पुल निर्माण (Bihar) agreed to upgrade the money against Tender Bank Guarantee in lieu of Security against the said investment by the Tenderer for the discharge of Tenderal Agreement date _____ and also for securing the E.E. RWD, Works Division, Benipatti, (BIHAR) up to a sum of Rs. 6,20,000/- (Rupees Six lac twenty thousand only).



Signature of
23/8/19

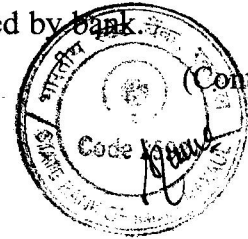
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3. And whereas we SBI, Raxaul. (the name of the Bank) having its registered office at Mumbai (hereinafter referred to as "Bank" which expression shall include its successors and assigns) at the request of M/s. Rohan Construction. (the Contractor) and with the intent to bind the bank, its successors and assigns do hereby unconditionally and irrevocably undertake to pay to the Corporation forthwith on first demand without protest or demur or proof or satisfaction and without reference to this guarantee upto to an aggregate limit of Rs. 6,20,000/-
4. The Guarantee/Undertaking shall be a continuing guarantee from the date of its issuance and shall remain valid and irrevocable for all claims of the Corporation upon the Bank made up to period of 12 months from 22/8/19 provided that the Bank shall upon the written request of the Corporation made upon the Bank at any time within 6 (six) months from the said date extend the validity of the Bank Guarantee by a further 6 (six months) so as to enable claims to be made under this guarantee by a further 6 (six) months from the said extension with the intent that the validity of this Guarantee shall automatically stand extended by a further 6 (six) months upon such request by the Department.
5. The Department shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to amend or vary the terms of contractorship Agreement or the terms on which the said investment for upgradation of the Contractor is made by the Department or to extend time for recovery of the said invested amount in whole or part or to postpone for any time and/or from time to time such recovery and/or the powers or remedies exercisable by the Department against the contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said contractorship Agreement available to the Department or any of them and the Bank shall not be released from its liability under these presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Department of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the contractor or any other forbearance, act or omission on the part of the contractor; or of any indulgence by the Corporation to the contractor or of any other act, matter or thing whatsoever which under the law relating to sureties or otherwise which could but for the provision have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever.



(Contd.....)

6. The obligations of the Bank to the Department hereunder shall be as principal to principal and shall be wholly independent of the contractorship agreement and it shall not be necessary for the Department to proceed against the contractor before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other Guarantee/undertaking or security for any indebtedness of the contractor to the Department (including relating to the Security against the said investment) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.
7. The amount stated by the Department in any demand, claim or notice made with reference to this guarantee shall, as between the Bank and the Department for the purpose of these presents, be conclusive of the amount payable by the Bank to the Department thereunder.
8. The liability of the Bank to the Department under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the contractor and the Department, the contractor and the Bank and/or the Bank and the Department or otherwise howsoever touching or affecting these presents for the liability of the contractor to the Department, and notwithstanding the existence of any instructions or purported instructions by the contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Department under these presents, with the intent that notwithstanding the existence of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Department in terms hereof.
9. The Bank shall not revoke this Guarantee/Undertaking during its currency except with the previous consent of the Department in writing and also agrees that any change in the constitution of the contractor or the Bank or the Department shall not discharge the Bank's liability hereunder.
10. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.



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11. Notwithstanding anything contained herein :

(a) The Bank's liability under this guarantee/undertaking shall not exceed Rs. 6,20,000/- (Rupees six lac twenty thousand only).

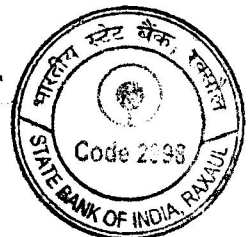
(b) This guarantee/undertaking shall remain in force upto 21/8/20 months from the date of final recovery of Corporation's investment in the Department of the contractor and any extension (s) thereof ; and

(c) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before said date mentioned in (b) above or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

(d) The Bank hereby declare that Sri Saurav Kumar (Name of the person signing on behalf of the Bank) who is Dy. Manager (his designation), is authorized to issue this Guarantee and sign this undertaking on behalf of the the Bank and to bind the Bank hereby.

Dated this 22nd day of August 2019.

Saurav Kr.
Yours faithfully,



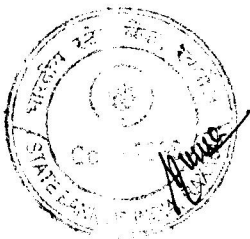
Signature :

Name & designation : Saurav Kumar (Dy. mgr)

Name of the Branch : SBI, Raxaul

Dated : 22/8/19

Seal of the Bank :



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रु. 1000

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Rs. 1000

सत्यमेव जयते

INDIA

बिहार BIHAR

भारतीय स्टेट बैंक का खाता नंबर 425019

AF 425019

कृष्ण नन्दन

अवर निबंधन कार्यालय

रक्सौल (पूर्वी चम्पारण)

L.No-161/90-91

(सरकारी मुद्रांक विज्ञापित)

जिला कोषागार, पूर्वी चम्पारण

BANK GUARANTEE

Bank Guarantee No.

336

Date :

27/02/2020

Amount

9,85,000/-

Valid upto :

27/02/2021

जिला कोषागार अधिकारी

E.E. RWD, Works Division, Benipatti (BIHAR)

Work Name :- Construction of H.L. R.C.C. Bridge over Seasonal Dhar in Between Shivnagar and Fulwaria Village in PMGSY Road under Madhwapur Block in the District of Madhubani (Tender ID-80594).

Dear Sir,

1. E.E. RWD, Works Division, Benipatti, (BIHAR), Construction of H.L. R.C.C. Bridge over Seasonal Dhar in Between Shivnagar and Fulwaria Village in PMGSY Road under Madhwapur Block in the District of Madhubani (Tender ID-80594), for tenderer Rohan Construction Pvt. Ltd. At.-Pareuwa, Ward No.-1, Raxaul, P.O. & P.S.-Raxaul, Distt.-East Champaran (Bihar).

2. In consideration of E.E. RWD, Works Division, Benipatti, (BIHAR), Construction of H.L. R.C.C. Bridge over Seasonal Dhar in Between Shivnagar and Fulwaria Village in PMGSY Road under Madhwapur Block in the District of Madhubani (Tender ID-80594), agreed to upgrade the money against Tender Bank Guarantee in lieu of Security against the said investment by the Tenderer for the discharge of Tenderal Agreement date _____ and also for securing the E.E.

RWD, Works Division, Benipatti, (BIHAR) up to a sum of Rs. 9,85,000/-

(Rupees Nine lac Eighty five thousand only).

(Contd.....)

Lawrence KV
PF-7693443

3. And whereas we SBI, Raxaul (the name of the Bank) having its registered office at Mumbai (hereinafter referred to as "Bank" which expression shall include its successors and assigns) at the request of M/s. Rohan Construction Pvt. Ltd. (the Contractor) and with the intent to bind the bank, its successors and assigns do hereby unconditionally and irrevocably undertake to pay to the Corporation forthwith on first demand without protest or demur or proof or satisfaction and without reference to this guarantee upto to an aggregate limit of Rs. 9,85,000/-.
4. The Guarantee/Undertaking shall be a continuing guarantee from the date of its issuance and shall remain valid and irrevocable for all claims of the Corporation upon the Bank made up to period of 12 months from 27/02/2020 provided that the Bank shall upon the written request of the Corporation made upon the Bank at any time within 6 (six) months from the said date extend the validity of the Bank Guarantee by a further 6 (six months) so as to enable claims to be made under this guarantee by a further 6 (six) months from the said extension with the intent that the validity of this Guarantee shall automatically stand extended by a further 6 (six) months upon such request by the Department.
5. The Department shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to amend or vary the terms of contractorship Agreement or the terms on which the said investment for upgradation of the Contractor is made by the Department or to extend time for recovery of the said invested amount in whole or part or to postpone for any time and/or from time to time such recovery and/or the powers or remedies exercisable by the Department against the contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said contractorship Agreement available to the Department or any of them and the Bank shall not be released from its liability under these presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Department of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the contractor or any other forbearance, act or omission on the part of the contractor; or of any indulgence by the Corporation to the contractor or of any other act, matter or thing whatsoever which under the law relating to sureties or otherwise which could but for the provision have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever.

(Contd.....)

Lawrence W.
PF-7693443

6. The obligations of the Bank to the Department hereunder shall be as principal to principal and shall be wholly independent of the contractorship agreement and it shall not be necessary for the Department to proceed against the contractor before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other Guarantee/undertaking or security for any indebtedness of the contractor to the Department (including relating to the Security against the said investment) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.
7. The amount stated by the Department in any demand, claim or notice made with reference to this guarantee shall, as between the Bank and the Department for the purpose of these presents, be conclusive of the amount payable by the Bank to the Department thereunder.
8. The liability of the Bank to the Department under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the contractor and the Department, the contractor and the Bank and/or the Bank and the Department or otherwise howsoever touching or affecting these presents for the liability of the contractor to the Department, and notwithstanding the existence of any instructions or purported instructions by the contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Department under these presents, with the intent that notwithstanding the existence of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Department in terms hereof.
9. The Bank shall not revoke this Guarantee/Undertaking during its currency except with the previous consent of the Department in writing and also agrees that any change in the constitution of the contractor or the Bank or the Department shall not discharge the Bank's liability hereunder.
10. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.

(Contd..)

*Lauran Kr.
PF-7693443*

11. Notwithstanding anything contained herein :

- (a) The Bank's liability under this guarantee/undertaking shall not exceed Rs. 9,85,000/- (Rupees Nine lacs Eighty five thousand only).
- (b) This guarantee/undertaking shall remain in force upto 12 months from the date of final recovery of Corporation's investment in the Department of the contractor and any extension (s) thereof ; and
- (c) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before said date mentioned in (b) above or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.
- (d) The Bank hereby declare that Sri Saurav Kumar (Name of the person signing on behalf of the Bank) who is Dy. Mgr. (his designation), is authorized to issue this Gurantee and sign this undertaking on behalf of the the Bank and to bind the Bank hereby.

Dated this 27th day of Feb. 2020.

Yours faithfully,

Signature : Saurav Kumar PF-7693443
Name & designation : Saurav Kumar (PF-76)
Name of the Branch : Raxaul
Dated : 27/02/2020
Seal of the Bank :

