



बिहार BIHAR

क्रम संख्या 12.5.5. तिथि 28.11.19 मूल्य सीट संख्या AE 494122

क्रेता का नाम एवं पता आंध्र बैंक बोरींग रोड, पटना

बच्चू प्रसाद सिंह, मुद्रांक निदेशक
ला. सं-2/82, जिला निबंधन कार्यालय, पटना

Ref-Bank Guarantee No.: 163019IGPER0028

Date :28-11-2019

To
Executive Engineer,
R.W.D (W) Division
Sheikhpura cum PIU, BRRDA

Dear Sir,

WHEREAS M/S Mahnar Infratech Private Limited has been awarded Work order for Construction & Maintanance of Road and CD Work from Ballopur Siyani road to Sivani Kuswaha Tola. Under Head M.M.G.S.Y (SC) vide Work Order letter No-285 Dated 07-03-2015.

ANDWHEREAS it has been stipulated in the said Contract that the contractor shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the performance of the work order as per the contract. WHEREAS we ANDHRA BANK ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give the Executive Engineer, R. W. D (W) Division, Sheikhpura the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs.2,63,986/- (Rupees Two Lakh Sixty Three Thousand Nine hundred Eighty Six only) to Executive Engineer, R. W. D(W) Division, Sheikhpura under the terms of their contract dated 07-03-2015 on account of full or partial non- performance/ non-implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards Executive Engineer, R. W. D (W) Division, Sheikhpura under this Guarantee shall not, under any circumstances, exceed Rs.2,63,986/- (Rupees Two Lakh Sixty Three Thousand Nine hundred Eighty Six only)

बुले आंध्र बैंक
For ANDHRA BANK

[Signature]

प्रबंधक, बोरिंग रोड शाखा
Manager, Boring Road Branch

बुले आंध्र बैंक
For ANDHRA BANK

[Signature]
प्रबंधक, बोरिंग रोड शाखा
Manager, Boring Road Branch

BG NO - 1680/9 TGP/ERO-028
Date - 28-11-2019

- In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from Executive Engineer, R. W. D(W) Division, Sheikhpura stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/ demur or set off, pay to Executive Engineer, R. W. D (W) Division, Sheikhpura any and all sums demanded by Executive Engineer, R. W. D (W) Division, Sheikhpura under the said demand notice, subject to the maximum limits specified in Clause 1 above.
3. This Guarantee shall come into effect immediately upon execution and shall remain in force TILL 27-11-2020
 4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - a. any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.
 - b. any breach or non-compliance by the contractor with any of the terms and conditions of any contracts / credit arrangement, present or future, between bidder and the Bank.
 5. The Bank also agrees that Executive Engineer, R. W. D (W) Division, Sheikhpura at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and not withstanding any security or other guarantee that Executive Engineer, R. W. D (W) Division, Sheikhpura may have in relation to the CONTRACTOR's liabilities.
 6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of Executive Engineer, R. W. D (W) Division, Sheikhpura any other indulgence shown or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
 7. This guarantee shall be governed by the laws of India and only the courts of Patna district only, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Notwithstanding anything contained herein ,

Our liability under this Bank guarantee shall not exceed Rs.2,63,986/- (Rupees Two Lakh Sixty Three Thousand Nine hundred Eighty Six only)

- a. This Bank guarantee shall be valid upto 27-11-2020; and
- b. 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 27-11-2020.
- c. Advances to be received against the said Bank Guarantee, if any, are to be routed through the customers' account maintained with Andhra Bank.

Dated this the 28th of November , 2019

कुते आंध्रा बैंक
For ANDHRA BANK

(Signature) Sr. Br. Manager
Shailja Mishra
Boring Road Branch

कुते आंध्रा बैंक
For ANDHRA BANK

(Signature) R-1683
Sr. Manager
Boring Road Branch