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बिहार BIHAR
फोन (952) कुमा- 2121 घाटी गदग मा. सांजाला चौक सहसा

DE 199160
UPENDRA SHA
Normal Vendor Registry
Office Saharsa
Bihar

BANK GUARANTEE

BG No IPBG19891900001
Amount: Rs.24,03,000/-
Dated.14.11.2019

In consideration of the EERWD WORKS DIVISION SAHARSA (hereinafter called "the Government") having agreed to exempt M/s.Kamlesh Kumar Gangjala Chowk Saharsa - 8522001 (hereinafter called "the said Contractor/s)" from the demand under Offer Letter issued by EERWD WORKS DIVISION SAHARSA Favours M/s Kamlesh Kumar Gangjala Saharsa-852201 vide tender/Bid advertisement no for Construction of ROAD NO 17 BALUAHA GHAT TO KOTHIA TAK BLOCK MAHISI KOSHI BANDH TELWA TO TIRAGHAT

भारतीय कॉर्पोरेशन बैंक
OFFICER/MANAGER
अधिकारी प्रबंधक

For Corporation Bank
भारतीय कॉर्पोरेशन बैंक
OFFICER/MANAGER
अधिकारी प्रबंधक

BLOCK MAHISI (hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.24,03,000/- (**Rupees Twenty four thousand three thousand only**)

We, Corporation Bank, **Saharsa Branch**, (herein after referred to as "the Bank") at the request of M/s Kamlesh Kumar Gangjalia Saharsa-852201 (contractor/s) do hereby undertake, if demanded in writing in terms hereof before the expiry of the guarantee, to pay **EERWD WORKS DIVISION SAHARSA** an amount not exceeding Rs.24,03,000/- (**Rupees Twenty four lacs three thousand only**) against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, Corporation Bank saharsa Branch do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand, **which has to be served on us before the expiry of this guarantee**, the time being the essence of this contract, from **EERWD WORKS DIVISION SAHARSA** stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by **EERWD WORKS DIVISION SAHARSA** by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee.

However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs.24,03,000/(Rupees Twenty four lacs three thousand Only)**

3. We undertake to pay to **EERWD WORKS DIVISION SAHARSA** 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, our liability under these presents being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor (s)/supplier(s) shall have no claim against us for making such payment.

4. We, Corporation Bank, Saharsa Branch further agree that, if demand, as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue 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 discharged or till **EERWD WORKS DIVISION SAHARSA** 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. **Provided, however, serving of a written claim/demand in terms hereof on us for payment under this guarantee on or before the stipulated period, time being the essence of contract, shall be a condition precedent for accrual of our liability/ your rights under this guarantee.**

5. We, Corporation Bank, Branch Saharsa further agree with the **Government** that **EERWD WORKS DIVISION SAHARSA** 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 **EERWD WORKS DIVISION SAHARSA** 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 **EERWD WORKS DIVISION SAHARSA** 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, but 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)/ supplier(s).

7. We, Corporation Bank, Branch Saharsa lastly undertake not to revoke this guarantee during its currency except with the previous consent of **EERWD WORKS DIVISION SAHARSA** in writing.

Notwithstanding anything contained herein above

i) Our liability under this guarantee shall not exceed Rs.24,03,000/(Rupees Twenty four lacs three thousand Only)

ii) This Bank Guarantee shall be valid upto and including 13.11.2020; and

iii) 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 the expiry of this guarantee.

Dated the 14th day of November 2019

For- Corporation Bank
For Corporation Bank
इति, कार्पोरेशन बैंक

OFFICER
OFFICER/MANAGER
अधिकारी, प्रबन्धक

For Corporation Bank

कार्पोरेशन बैंक
FOR CORPORATION BANK

BRANCH MANAGER
अधिकारी, प्रबन्धक

पुर्नमार्ग रोड, अमरपुर चौक, साहस (Bihar)
Purnamarga Road, Amarpur Chowk, Saharsa (Bihar)