

Confirmation of BG issued on Behalf of Mr. Sirajur Rahman

KISHANGANJ BRANCH <cb3148@canarabank.com>

Mon 6/29/2020 11:19 AM

To: ee.kishanganj2.rwd@gmail.com <ee.kishanganj2.rwd@gmail.com>

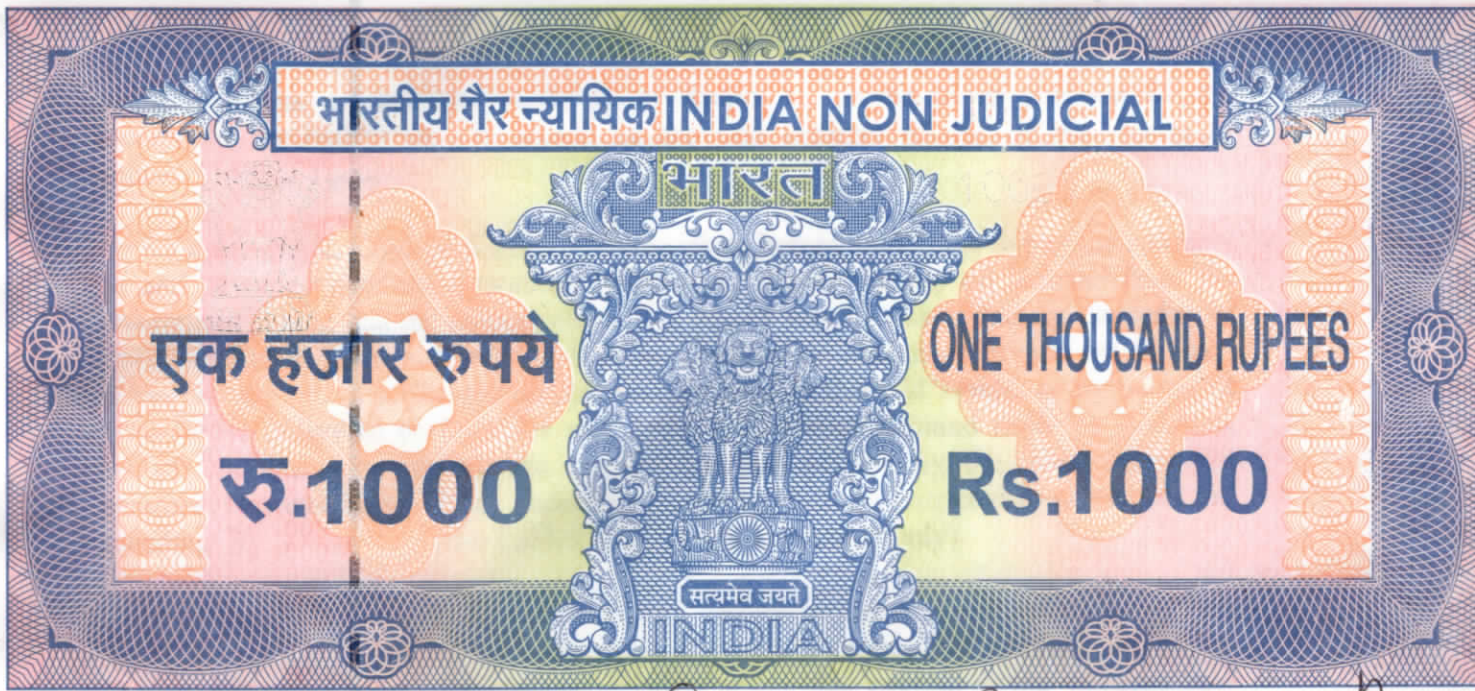
Dear Sir,

We confirm having issued the below 2 BG's in the favour of Sri. Sirajur Rahman.

1. BG No: 1394 has been freshly issued dated: 29.06.2020 and Valid Till 28.06.2021 for Rs. 2,87,000/-
2. BG No: 01/2019-20 has been renewed dated: 15.04.2019 and Renewed Till 13.04.2021 for Rs. 2,80,000/-

Regards,
Manager
Kishanganj





BANK GUARANTEE

GUARANTEE NO. 1394

DATED : 29.06.2020

AMOUNT:Rs. 2,87,000/-

VALID UP TO: 28/06/2021 (28 June 2021)

AH 439201
Md. Mithun Alam
S. K. Singh
Licence No. 66/2015



1. In consideration of Bihar State Government (hereinafter called "the Government") having agreed to exempt Mr. Sirajur Rahman, S/o Abdur Rashid, Kishanganj (hereinafter called the said Tenderer(s) from the demand, under the terms and conditions of an Tender made between the Bihar State Executive Engineer RWD work division **Kishanganj-II** and **Sirajur Rahman**, Kishanganj for Construction of Bairagi Jhar To Dargibitta Under MMGSY purpose (hereinafter called the said Tender) Earnest Money Deposit for the due fulfillment by the said tender of the terms and conditions contained in the said Tender, on production of a Bank Guarantee for Rs. 2,87,000/- (Two Lakh Eighty Seven Thousand Only).

We Canara Bank, Churipatti Road Kishanganj (hereinafter referred to as the Bank at the request of Sirajur Rahman, Kishanganj do hereby undertake to pay to government an amount not exceeding Rs. 2,87,000/- (Two Lakh Eighty Seven Thousand Only)



against any loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said tenderer of any of the terms or contained in said Tender.

2. We Canara Bank, Churipatti Road Kishanganj do hereby undertake to pay the amounts due and payable under the guarantee without any demur, merely on 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 tenderer of any of the terms and conditions contained in the said Tender or by reason of the tenderers failure to perform the said Tender. Any such demand made on 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. 2,87,000/- (Two Lakh Eighty Seven Thousand Only).

3. We undertake to pay the Government any money so demand not withstanding any dispute or disputes raised by the Tenderer in any suit or proceeding pending before any court or tribunal relating thereto our 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 thereunder and the Tenderer shall have no claim against us for making such payment.

4. We, Canara Bank, Churipatti Road Kishanganj further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Tender have been fully paid and its claims satisfied or discharged or till Chief Accounts Officer, District Transport Officer, Purnea certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Tenderer and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the 28.06.2021, we shall be discharged from all liabilities under this guarantee thereafter.

5. We Canara Bank, Churipatti Road Kishanganj further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend time of performance by the said tenderer from time to time or to postpone for any time to time power exercisable by the Government

against the said tender and to forbear or enforce any of the terms and conditions relating to the said tender and we shall not be relieved from our liability by reasons of such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the Government or any indulgence by the Govt. to the said tenderer or any such matter or thing whatsoever which under the law relating to sureties would, but for the 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 Tenderer/Supplier.

7. We Canara Bank, Churipatti Road Kishanganj lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Government in writing.

8. NOT WITHSTANDING ANYTHING CONTAINED HEREIN:

This BG shall be effective only when the BG message is transmitted by the issuing Bank through SFMS to Bank of Beneficiary and written confirmation to the effect is issued by Bank of Beneficiary.

a. Our liability under this Bank Guarantee shall not exceed Rs. 2,87,000/- (Two Lakh Eighty Seven Thousand Only)

b. This Bank Guarantee shall be valid up to 28-06-2021.

c. 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 28-06-2021 (date of expiry) of Guarantee.

Dated the 29th day of June 2020.

कुते केनरा बैंक
For CANARA BANK

प्रबन्धक / Manager
किसांगंज शाखा / Kishanganj Branch

29/06/2020