

കേരളം കെരल KERALA

AF 571372

STATE BANK OF TRAVANCORE
VAZHUTHACAUD BRANCH
THIRUVANANTHAPURAM – 695014.

Bank Guarantee

Guarantee No. : 67296277411/70033/4860000010

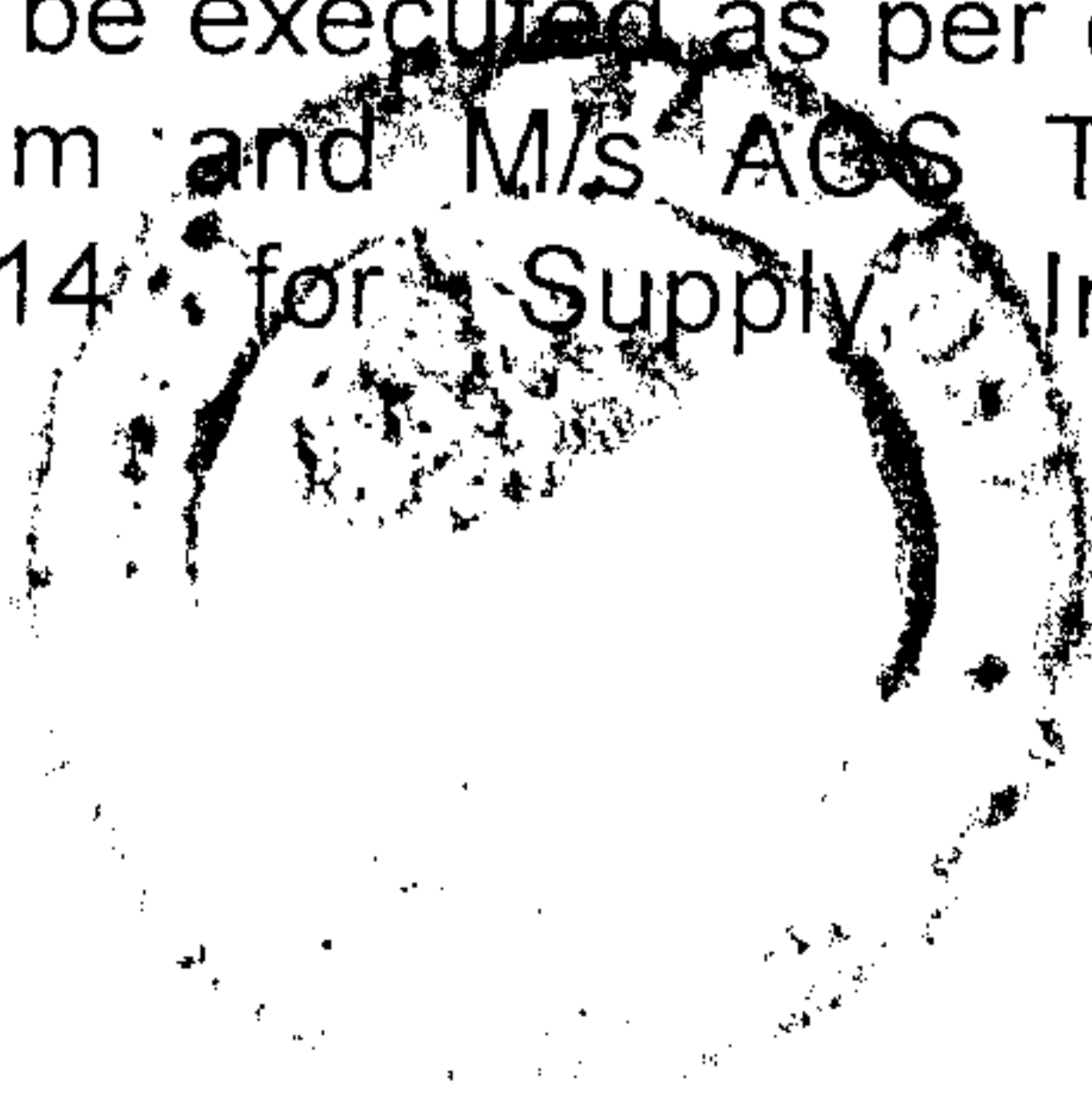
Amount of Guarantee: Rs.21,82,500/-

Guarantee Cover from : 30/09/2014 to 29/03/2021.

Last date for Lodgment of Claim : 29/03/2021.

To
The Chief Engineer (SCM),
KSEB Ltd.,
Pattom,
Thiruvananthapuram.

In consideration of the Kerala State Electricity Board (hereinafter called "the Board") having agreed to exempt M/s ACS Technologies, Near Ganapathi Temple, Bakery-Vazhuthacaud Road, Trivandrum 14, herein after called "the said Contractor(s)" from the demand. (Under the terms and conditions of an Agreement dated to be executed as per order made between M/s KSEB Ltd., Pattom, Trivandrum and M/s ACS Technologies, Bakery-Vazhuthacaud Road, Trivandrum 14, for Supply, Installation, Testing,



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Commissioning and Maintenance of Computer Systems and Accessories at various offices of the KSEB Ltd., Pattom, Trivandrum, herein after called "the said Agreement" of security deposit for the due fulfillment by the said Contractor's of the terms and conditions contained in the said Agreement on production of a Bank guarantee for Rs.21,82,500/-(Rs Twenty One Lakh Eighty two Thousand five hundred only). We State Bank of Travancore, Vazhuthacaud, Trivandrum (herein after referred to as the Bank) do hereby undertake to pay to the Board an amount not exceeding Rs.21,82,500/-(Rs.Twenty One Lakh Eighty two Thousand Five Hundred only) against any loss or damage caused to or suffered by or would be caused to or suffered by the Board by reason of any breach by the said Contract(s) of any of the terms and conditions contained in the said Agreement.

2. We, State Bank of Travancore, Vazhuthacaud, Trivandrum, do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand from the Board, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Board, by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor's(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive, as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.21,82,500/-(Twenty One Lakh Eighty Two Thousand five Hundred Only)

3. We, State Bank of Travancore, Vazhuthacaud, Trivandrum, 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 Agreement and that it shall continue to be enforceable till all the dues of the Board, under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged till the Chief Engineer (SCM), Kerala State Electricity Board or other Engineer of the Board in charge of the Work, 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 the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the 29th. March, 2021, we shall be discharged from all liability under the guarantee thereafter.

4. We, State Bank of Travancore, Vazhuthacaud, Trivandrum, further agree with the Board that the Board shall have the fullest liberty, without our consent and without affecting in any manner or 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 postpone for any time or from time to time any of the powers exercisable by the Board 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 or forbearance being granted or allowed to the said Contractor(s) or for any of the forbearance act or omission on the part of the Board or any indulgence by the Board to the said Contractor(s) or by any such matter or thing whatsoever which under law relating to sureties would but for this provision have the effect of so relieving us.

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5. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or other guarantees or guarantee here to fore given by the Bank to the Board and now existing and this guarantee is not intended to and shall not revoke or limit such other guarantees.


6. We, State Bank of Travancore, Vazhuthacaud, Trivandrum, lastly undertake not to revoke this guarantee during its currency-except with the previous consent of the Board in writing.

Not withstanding anything contained herein above:-

- (i) Our liability under this Bank Guarantee shall not exceed **Rs.21,82,500/- (Rupees Twenty One Lakh Eighty Two Thousand Five Hundred Only).**
- (ii) This Bank Guarantee shall be valid up to **29/03/2021**, And
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee if, and only. If you serve upon us a written claim or demand on or before **29/03/2021**.

We State Bank of Travancore, lastly under take not to revoke this Guarantee during its currency except with the previous consent of the KSEB Ltd., Pattom, Trivandrum, in writing.

Dated the 30th.day of September, 2014.


Manager(C&I).

For State Bank of Travancore,

സംസ്ഥാന ബാങ്ക് ഓഫ് ത്രാവന്കൂർ
For STATE BANK OF TRAVANCORE


സഹായക മാനേജർ (വഴുതക്കാട്)
Assistant General Manager (Vazhuthacaud)

30/9/14