

BANK GUARANTEE

Guarantee No : 0003720BG0000012

Amount of Guarantee : Rs.8,45,000/-(Eight lacs fourty five thousand Only)

Guarantee Cover From : 29.05.2020 to 28.11.2020

Last Date for Lodgment of Claim : 27.11.2021

WHEREAS, M/s Rungta Enterprises, Kahalgaon, Bhagalpur has submitted his Bid dated 01/06/2020 for the Construction of Road Package MR-N/19-20 Kahalgaon/14.

KNOW ALL PEOPLE by these presents that We State Banka of India, Bhowesh Bhawan, Bhagalpur of India having our registered office at Nariman Point, Mumbai are bound unto Executive Engineer RWD Works Division, Kahalgaon, Bhagalpur, Bihar in the sum of Rs. 8,45,000/-(Eight lacs fourty five thousand Only) for which payment well and truly to be made to the said Employer by the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this 29th day of May, 2020.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

Authorized Signatory (Chiefl Manager) Authorized Signatory (Officer in Charge)

- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity.
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - Does not accept the correction of the Bid Price pursuant to Concerned Clause.

We undertake to pay to the Employer up to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him as due to him owing to the occurrence of one or any of the three conditions, (specifying the occurred condition or conditions).

This Guarantee will remain in force up to and including the date 28-11-20-20 for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall not exceed Rs 8,45,000/- (Rupees Eight Lacs fourty five thousand only)
- (b) This Bank Guarantee shall be valid upto 28.11.2020
- (c) 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 28:11:2020 (date of expiry of Guarantee)
- (d) This Guarantee shall automatically stand cancelled on 28-11-2020 unless otherwise extended further, notwithstanding the original Guarantee document in sot returned to us.

Authorized Signatory (Chief Manager) Authorized Signatory (Officer in Charge)

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Last Date for Lodgment of Claim : 13.09.2022

WHEREAS, M/s Rungta Enterprises, Kahalgaon, Bhagalpur has undertaken, in pursuance of Contract to Construction of Road Package No. MR NVIO 20 Kahala

execute Construction of Road Package No. MR-N/19-20 Kahalgaon 14(Tender Id – 93042).

AND WHEREAS is has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you. On behalf of the Contractor, up to a total of 7,39,000/-(Seven lacs thirty nine thousand only) Such sum being payable in Indian Rupees and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of 7,39,000/-as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

Authorized Signatory Chief Monager

Authorized Signatory

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or additional to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change additional

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary

Notwithstanding anything contained herein:

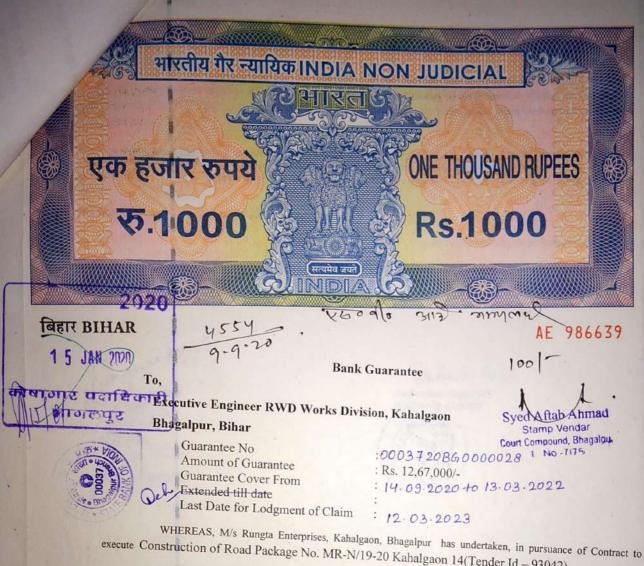
(a) Our liability under this Bank Guarantee shall not exceed Rs.7,39,000/- (Rupees Seven lacs thirty nine thousand only) (b) This Bank Guarantee shall be valid upto 14.09.2021

(c) 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 14.09.21 (date of expiry of Guarantee)

(d) This Guarantee shall automatically stand cancelled on 14.03.21 unless otherwise extended further notwithstanding the

Authorized Signatory

Deha binhe. Anthorized Signatory Officer in Charge)



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AND WHEREAS is has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you. On behalf of the Contractor, up to a total of 12,67,000/-(Twelve lacs Sixty seven thousand only) Such sum being payable in Indian Rupees and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of 12,67,000/-as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum

(Chief Manage

Neha Sinhe . Authorized Signatory Officer in Charge)

eby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or additional to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change additional or modification.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs.12,67,000/- (Rupees Twelve lacs Sixty seven thousaand only)

(b) This Bank Guarantee shall be valid upto 13.03.2022

(c) 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 3.03.22(date of expiry of Guarantee)

(d) This Guarantee shall automatically stand cancelled on 13 03 22 nless otherwise extended further notwithstanding the original Guarantee document is not returned to us.

Authorized Signatory

Neha Sinha

Authorized Signatory
(Officer in Charge)