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BHOJPUR, ARRAH

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नेम शकर प्रसाद मुझक विक्रत समाहरणालय हाता, आरा ला० ने0-138/83-84

Forming an integral Part of BUN0-120424P000163823 LD Be Na.....duty Signed

Executed by..... 92 12 13 17 10 1 20.23 For

TUDUCCION & Rs. 2.5. 7.5, uno. at, Arrah BU





PHYSICAL ISSUANCE OF BANK GUARANTEE

BANK GURANTEE

GUARANTEE NO: 1204IGP000163823

DATED: 17/01/2023

WHEREAS BHARAT RATNA PANDEY AT FRIENDS COLONY KATIRA ARA BHOJPUR (HEREINAFTER CALLED THE CONTRACTOR) HAS UNDERTAKEN, IN PURSUANCE OF CONTRACT NO.: 118943 DATED: 24/06/2022 TO EXECUTE EXECUTIVE ENGINEER, RWD WORKS DIVISION SAMASTIPUR FOR THE WORK UNDER PACKAGE NO. MR-N/22-23 SAMASTIPUR /09 (NAME OF CONTRACT HEREINAFTER CALLED THE CONTRACT) (HEREINAFTER CALLED THE CONTRACT).

AND WHEREAS WE HAVE AGREED TO GIVE THE CONTRACTOR SUCH A BANK GUARANTEE:

NOW THEREFORE WE HEREBY AFFIM THAT WE ARE THE GURANTOR AND RESPONSIBLE TO YOU, ON BEHALF OF THE CONTRACTOR, UP TO A TOTAL OF RS.25,75,000/- (RUPEES TWENTY FIVE LAKH SEVENTY FIVE THOUSAND ONLY), IN WHICH THE CONTRACT PRICE IS PAYABLE AND WE UNERTAKE TO PAY YOU, UPON YOUR FIRST WRITTEN DEMAND AND WITHOUT CAVIL OR ARGUMENT, ANY SUM OR SUMS WITHIN THE LIMITS OF RS.2575000/- (RUPEES TWENTY FIVE LAKH SEVENTY FIVE THOUSAND ONLY) AS A AFORESAID WITHOUT YOUR NEEDING TO PROVE OR TO SHOW GROUNDS OR REASONS FOR YOUR DEMAND FOR THE SUM SPECIFIED THEREIN.

WE HEREBY WAIVE THE NECESSITY OF YOUR DEMANDING THE SAID DEBT FROM THE CONTRACTOR BEFORE PRESENTING US WITH DEMAND.

WE FURTHER AGREE THAT NO CHANGE OR ADDITION TO OR OTHER MODIFICATION OF THE TERMS OF THE CONTRACT OR OF THE WORKS TO BE PERFORMED THERE UNDER OR FO ANY OF THE CONTRACT DOCUMENTS WHICH MAY B MADE BETWEEN YOU AND THE CONTRACTOR SHALL IN ANY WAY RELEASE US FROM ANY LIABLITY UNDER THIS GURANTEE, AND WE HEREBY WAIVE NOTICE OF ANY SUCH CHANGE, ADDIION OR MODIFICAION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREINABOVE:

- (1) OUR LIABILITY UNDER THIS BANK GURANTEE SHALL NOT EXCEED OF RS.2575000/- (RUPEES TWENTY FIVE LAKH SEVENTY FIVE THOUSAND ONLY)
- (2) THIS BANK GURANTEE SHALL VALID UP TO 16.07.2023 AND

THE ARE LIABLE TO PAY THE GURANTEED AMOUNT OR ANY PART THEREOF UNDER THIS BANK GURANTEE CALL AND IF YOU SERVE UPON US A WRITTEN CLAIM OR DEMAND BEFORE 16.07.2023.

BANK OF BARODA ARRAH, BIHARSTATION ROAD OPP-NAWADA THANA PHONE NUMBER: , FAX NUMBER: , EMAIL: ARRAH@BANKOFBARODA.CO.IN SWIFT: BARB XZ 00 255

कृते बेंक ऑफ बड़ोद्रा For Bank of Baroda मुख्य प्रबंधक Chief Manager आरा शाखा/Ara Branch



पेम शकर प्रसाद मुझक विक्रेत समाहरणालय हाता, आरा ला० न०-138/83-84

BU NO - 1204 24 P000007823

BANK GURANTEE

E. E., R.W.D. Works Division, Samastipur

JPUP, APRA

[name of Employer]

B. E., R.W.D. Works Division, Samastipur

[address of Employer]



BUND-120424P000007823

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

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 addition 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, addition or modification.

"Notwithstanding anything contained herein;

(1) Our liability under this Bank Guarantee shall not exceed of Rs.

27.00.000 - Rupees Twanty Seven lakh only -

(ii) This Bank Guarantee shall valid up to :- 30/12/2003; and

(iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand before 30/19/2023 (date of expiry of guarantee)

This guarantee shall be valid up to 30 12 2003 (a date 45 days after the lapse of Defect Liability Period).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank:

Address:

Date: 03/01/2023