

बिहार BIHAR

ADDITIONAL PERFORMANCE SECURITY

Bank Guarantee No: 46542PEB6230013

Date: 21/02/2023

To The Executive Engineer R.W.D works Division, SAMASTIPUR

WHEREAS M/S Pratayaksha Construction Pvt. Ltd. R.N. college Road, Veer Sailesh Chowk, Near Pokhra Hajipur, Vaishali, Pin - 844101 (Name of Contractor) (hereinafter called "the Contracter") has undertaken, in pursuance of Acceptance letter No - 404 Dated-21.02.2023 to execute the Construction of Road of MR-N/22-23 SAMASTIPUR 05 (TENDER ID 120944) (name of Contract and brief description of Works) (hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by Bank of India, Rajendra Chowk, Hajipur having its Head office at Star House, C-5 G- Block, Bandra Kurla complex, Bandra (East) Mumbai-400051 (hereinafter called the Bank) for sum specified therein as security for compliance with his obligation 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 Rs. 15,35,000/- (Fifteen lakh Thirty Five thousand Only) (amount of guarantee) such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. 15,35,000/- (Fifteen lakh Thirty Five thousand Only) (amount of guarantee) as 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 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 your 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.

This guarantee shall be valid up to **15.12.2023** (excluding claim period) from the date of expiry of the Defect Liability Period.

Notwithstanding anything contained herein:

Our Liability under this Bank guaranty shall not exceed **Rs. 15,35,000/**-This Bank Guarantee shall be valid up to **15.12.2023**

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before. 15.12.2023 (Excluding claim period)

The confirmation of this Bank Guarantee is available with our controlling office. The beneficiary in his own should obtain such confirmation from our controlling office at the following address.

Bank of India

Patna Zone office

Chanakya tower

Birchandra patel -Patna

Date:

Signature and Seal of the Guarantor

Name of Bank:

Address:

प्रविधक/Chief Manager

9-12



बिहार BIHAR

20.3.2023

शिला कुमार शिला स्टाम्य भेगडर, राजि॰ऑ हा नीपर (विशाली)

ਜਾਰਜ਼ਰ-1/1999/200€

PERFORMANCE SECURITY

Bank Guarantee No: 4659IPEB6230014

Date: 2103/2022

To,
The Executive Engineer
R.W.D works Division, SAMASTIPUR

WHEREAS M/S Pratayaksha Construction Pvt. Ltd. R.N. college Road, Veer Sailesh Chowk, Near Pokhra Hajipur, Vaishali, Pin – 844101 (Name of Contractor) (hereinafter called "the Contracter") has undertaken, in pursuance of Acceptance letter No – 404 dated 21.02.2023 to execute the Construction of MR-N/22-23 SAMASTIPUR 05 (TENDER ID 120944) (name of Contract and brief description of Works) (hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by Bank of India, Rajendra Chowk, Hajipur having its Head office at Star House, C-5 G- Block, Bandra Kurla complex, Bandra (East) Mumbai-400051 (hereinafter called the Bank) for sum specified therein as security for compliance with his obligation 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 Rs. 25,65,000/- (Twenty Five lakh Sixty Five Thousand Only) (amount of guarantee) such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. 25,65,000/- (Twenty Five lakh Sixty Five Thousand Only) (amount of guarantee) as 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 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 your 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.

This guarantee shall be valid up to 14.03.2024 (excluding claim period) from the date of expiry of the Defect Liability Period.

Notwithstanding anything contained herein:

Our Liability under this Bank guaranty shall not exceed Rs. Rs. 25,65,000/-This Bank Guarantee shall be valid up to 14.03.2024.

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before. 14-03-2024 (Excluding claim period)

The confirmation of this Bank Guarantee is available with our controlling office. The beneficiary in his own should obtain such confirmation from our controlling office at the following address

Bank of India
Patna Zone office
Chanakya tower
Birchandra patel —Patna

Signature and Seal of the Guarantor

Name of Bank:

Address:

Date:

पुरुष प्रवेशक/Chief Manage

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