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MANINDRA SHARMA STAMP-VENDOR L.M-1/87

AURANGABAD IBIHAR

## PERFORMANCE BANK GUARANTEE

To, The Executive Engineer, RWD Works Division, Sasaram-2 BGNO: 4591]PEBG236067

1 SSUE Date: 07.07.2023 Validity: 05.07.2024

Wc Bank of India, Maharajganj Road, Aurangabad Branch (Bihar) having our head office at Star house, C – 5 G block, Bandra Kurla complex Bandra (East) Mumbai – 51 (herein after referred to as "the Bank") are bound to Executive Engineer RWD Works Division Sasaram-2 (herein after called the employee's representative). In the sum of Rs.8,51,000.00/-(Ruftees Eight Lakh Fifty One thousand only) for which payment well and truly to be made





MANINDRA SHARMA STAMP-VENDOR L.N-1/87 AURANGABAD (BIHAR)

AND WHEREAS it 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 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. 8,51,000.00/- (Rupees Eight Lakh Fifty One thousand only) 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. 8,51,000.00/- (Rupees Eight Lakh Fifty One thousand only) 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 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.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability period.

Not with standing anything contained herein above our liability this guarantee is restricted to Rs. 8,51,000.00/- (Rupees Eight Lakh Fifty One thousand only) and this guarantee is valid up to 05.07.2024 and we shall be released and discharged from all liabilities here under to unless a written request for payment under this guarantee is lodged on us on or before 05.07.2024 irrespective of whether the original guarantee is returned to us.

The confirmation of this guarantee may be obtained from our Zonal office address of which is given below.

The Zonal Manager
Bank of India,
Zonal office
A.P. Colony,
Rajlaxmi Complex, Gaya (Bihar)

Name of the Bank: Bank of India, Address: Maharajganj Road, Aurangabad, Bihar



To, The Executive Engineer, RWD Works Division, Sasaram-2

BG NO: 4591 1 PEBG123 00 66

1'ssue Date: 07.07.2023 Expiry Date: 05.07.2024

WHEREAS Ajay Engicone Private Limited, Harihar Singh Road, Morabadi, Ranchi, Jharkhand, Branch office Satendra Nagar, Aurangabad, Bihar (hereafter called "the contractor") has undertake, in pursuance of contract No. .......dated...... to execute Output and Performance Based Rural Roads Maintenance Work For the roads undar Package No. MR-N/22-23 Sasaram-2/05 ( Tender ID: 2023\_ECBIH\_124469\_1) (Hereinafter called"the contract). .

We Bank of India, Maharajganj Road, Aurangabad Branch (Bihar) having our head office at Star house, C - 5 G block, Bandra Kurla complex Bandra (East) Mumbai - 51 ( herein after referred to as " the Bank") are bound to Executive Engineer RWD Works Division Saguram-2 (herein after called the employee's representative). In the sum of Rs.6.13,090.00/pees Six Lakh Thirteen thousand only) for which payment well and truly to be made to.



AND WHEREAS it 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 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. 6,13,000.00/- (Rupees Six Lakh Thirteen thousand only) 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. 6,13,000.00/- (Rupees Six Lakh Thirteen thousand only) as aforesaid without your needing to prove or to show grounds for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before

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 guarantee, and we hereby waive notice of any such change, addition or modification.

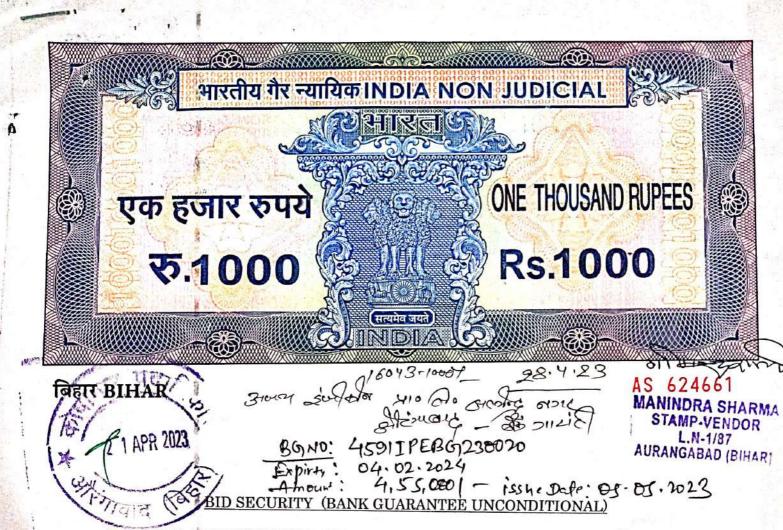
This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability period.

Not with standing anything contained herein above our liability this guarantee is restricted to Rs. 6,13,000.00/- (Rupees Six Lakh Thirteen thousand only) and this guarantee is valid up to 05.07.2024 and we shall be released and discharged from all liabilities here under to unless a written request for payment under this guarantee is lodged on us on or before 05.07.2024 irrespective of whether the original guarantee is returned to us.

The confirmation of this guarantee may be obtained from our Zonal office address of which is given below.

The Zonal Manager
Bank of India,
Zonal office
A.P. Colony,
Rajlaxmi Complex, Gaya (Bihar)

Name of the Bank: Bank of India, Address: Maharajganj Road, Aurangabad, Bihar



WHEREAS AJAY ENGICONE PVT. LTD. having its registered office at Harihar Singh Road, Morabadi, Ranchi (Jharkhand) Branch office Satendra Nagar Aurangabad, Bihar (Hereinafter called the Bidder) has submitted his Bid dated 06.05.2023 for the Construction of Output and Performance Based Rural Roads Maintenance Work For the roads under Package No. MR-N/22-23 Sasaram-2/05 (Hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that we Bank of India, Maharajganj Road Branch, Aurangabad, Fihar of India having our registered office at Star house, C – 5 G block, Bandra Kurla complex Bandra (East) (hereinafter called "the Bank") are bound unto the Executive Engliseer RWD Works Division Sasaram 2. (hereinafter called "the E/I) in the sum of Rs.4,55,000.00/- (Rupees Four Lakh Fifty Five Thousand only) for which payment well and truly to be made to the said E/I the bank itself, his successors and assigns by these presents.

SEALED with the common seal of the said Bank this 05th day of May 2023. THE CONDITIONS of this obligation are:

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

OR

(2) If the Bidder having been notified to the acceptance of his bid by the E/I 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 instructions to Bidders; or

© does not accept the correction of the Bid Price pursuant to Evaluation and Comparison Clause 21 to 30 of instruction to bidder (ITB).

We undertake to pay to the E/I up to the above amount upon receipt of his first written demand, without the E/I having to substantiate his demand, provided that in his demand the E/I will note that the amount claimed by him is 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 04.02.2024 days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the E/I, 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.

Not with standing anything contained herein above our liability this guarantee will be restricted to Rs.4,55,000.00/- (Rupees Four Lakh Fifty Five Thousand only) and this guarantee will be valid up to 04.02.2024 and we shall be released and discharged from all be liabilities here under to unless a written request for payment under this guarantee is lodged on us before 04.02.2024 Irrespective of whether the original guarantee is returned to us.

The confirmation of this guarantee may be obtained from our Zonal office address of which is given below.

The Zonal Manager
Bank of India,
Zonal office
A.P. Colony,
Rajlaxmi Complex, Gaya (Bihar)

Name of the Bank: Bank of India, Address: Maharajganj Road, Aurangabad. Bihar