

This Agreement Made on The ... 31. Jahr. Day of ... 23 Between Executive Engineer R.W.D (W) Division, Jhanjharpur (Here in After Called" The Employer of the One Part, and M/S Jadubansh Kumar Singh, Reg. No.-1180048 RWD Class-1, Vill.-Budhkara, Po- Tehwara, Dist.- Muzaffarpur, Bihar-843321, Email.jksmuzaffarpur@gmail.com, Mob.-9431239814 Maintenance and Repair of Package No.-MR-N/22-23Jhanjharpur/04, Name of Road – 1. NH-57 se Partapur 2. L048-L02 NH-57 se Naruwar (VR048) 3. Kamla Paschim Tatbandh Gadhiya se Naruwar Janewale Path Ki Marammati 4. Chanauraganj Tajpur road se Nonia Tol (Tender Id—119127, Bid Id.-514099) under 3054 MR (New maintenance Policy-2018). (here in after called "The Contractor of the part.) 5 Sautragu to Kewat tal Sautrague Rossel,

Where The Employer is desirous that the contractor execute Maintenance and Repair of Package No.- MR-N/22-23Jhanjharpur/04, Name of Road - 1. NH-57 se Partapur 2. L048-L02 NH-57 se Naruwar (VR048) 3. Kamla Paschim Tatbandh Gadhiya se Naruwar Janewale Path Ki Marammati 4. Changuraganj Tajpur road se Nonia Tol (Tender ad-119127, Bid id.- 514099) lunder 3054 MR (New maintenance Policy- 2018). (here in after called "The Work) and the Employer has Accepted the Bid by The Contractor For The Execution And Completion of Such Works And The Remedying of Any defects there in at a Cost of Rupees 4.31,17,643.00

(Rupees Four Crore Thirty One Lakh Seventeen Thousand Six Hundred Forty three) Only.

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the M/S JADUBANSH KUMAR SI

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PARTNER

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BG No. 0588414 230000008

DATE 30-01-2023

PERFORMANCE BANK GUARANTEE

To
Executive Engineer
RWD, Works Division, Jhanjharpur

WHEREAS M/S JADUBANSH KUMAR SINGH, VILL- BUDHKARA, PO — TEHWARA, DIST — MUZAFFARPUR (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. dated to execute "Package No — MR-N/22-23 Jhanjharpur/04, Name of Road — 1. NH-57 se Partapur 2. L048-I02 NH-57 se Naruwar (VR048), 3. Kamla Paschim Tatbandh Gadhiya se Naruwar Janewale Path ki Marammati 4. Chanuaraganj Policy — 2018) " (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 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:

1 | Page

Shib Kumar Ina S R. No.-6348359 Branch-Kanhaull, Muzatarpur Bh No-05884IG230000008

Jesus Date! - 30[01]2023

Bh Amount! - Ra. 3342000/ Exprisy Date! - 29[01]2024

EN INDIAN BANK/ALLAHABAD

Rachana Kumari S. R. No.-7304391 Report Kanahauli Muzafarout 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 3342000/- [amount of guarantee] Thirty three Lakhs fourty two thousand only (in words), 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 3342000/- [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.

VALID UPTO: - 29/01/2024

Signature and Seal of the guarantor_

Name of Bank: Indian Bank Address: Kanhauli, Muzaffarpur Date: 30 01 2023

FOI INDIAN BANK/ALLAHABAD

Shib Kumar Jha S. R. No.-6348359 Branch-Kanhaull, Muzaffarpur Bn No-0588414230000008 Amount:-Rs 3342000/. 18sue Datol-30/01/2023

Expiry Date! -29/01/2024

EMDIAN BANKALLAHABAD

Rachana Kumari S. R. No.-7304391 Branch-Kanahauli, Muzaifarpur