



Branch:-UMA COMPLEX, GROU. FLO FRASER ROAD, PB NO.183 PATNA- FRASER ROAD 800001

To
EXECUTIVE ENGINEER,
RURAL WORKS DEPARTMENT,
WORKS DIVISION, ARARIA
INDIA

Dear Sir/Madam,

Bank Guarantee No: 230140IBGP00045
Amount INR 8620000.00
Guarantee Cover From 03-06-2023 To 02-03-2024
Last date for Lodgement of Claim 02-03-2024

This deed of guarantee executed by IDBI Bank Ltd., a company constituted under the Companies Act 1956 and deemed to be a banking company under the Banking Regulation Act, 1949, having its Registered Office and Head Office at IDBI Tower, WTC Complex, Cuffe parade, Mumbai 400005, and among other places a branch at UMA COMPLEX, GROU. FLO FRASER ROAD, PB NO.183 PATNA- FRASER ROAD 800001 (Hereinafter referred to as "the Bank") in favour of EXECUTIVE ENGINEER, RURAL WORKS DEPARTMENT, WORKS DIVISION, ARARIA, INDIA (hereinafter referred to as "the Beneficiary/_____") for an amount not exceeding INR 8620000.00 (INR Eighty Six Lakh Twenty Thousand only) at the request of ABHAY CONSTRUCTION (Hereinafter referred to as "the Contractor(s)/_____")

This Guarantee is issued subject to the condition that the liability of the bank under this Guarantee is limited to maximum of INR 8620000.00 (INR Eighty Six Lakh Twenty Thousand only) and the Guarantee shall remain in full force up to 02-03-2024 (expiry date) and can not be invoked otherwise than by a written demand under this Guarantee served on the Bank on or before the 02-03-2024 (last claim date). The beneficiary in its own interest is advised to seek a confirmation of the issuance of this Guarantee from the controlling office/Head Office. Bank Guarantee confirmation may be obtained online or through post, as under:

- Login to <https://bgcon.idbibank.co.in> (faster mode) or, alternatively
- By sending letter over post to the below address:
IDBI Bank Limited,
Centralised Swift Cell,
IDBI Building, Plot No. 39-41, Ground Floor
Sector 11, CBD Belapur,
Navi Mumbai Pin: 400614

This Guarantee consists of 46 (four) pages including this page.

स्वाति चंद्रा / SWATI CHANDRA
सहायक प्रबंधक / Asst Manager
व्यापार वित्त केंद्र प्रमुख-पटना/TFC-PATNA
कर्मचारी कूट सं०/EIN-123291
आईडीबीआई बैंक लि., पटना/IDBI Bank Ltd., Patna

Rajesh Kumar
Authorised Signatory

राजेश कुमार/Rajesh Kumar
प्रबंधक/Manager
व्यापार वित्त केंद्र प्रमुख-पटना/TFC Head-Patna
कर्मचारी कूट सं०/EIN-113199
आईडीबीआई बैंक लि., पटना/IDBI Bank Ltd., Patna

INDIA NON JUDICIAL
Government of Bihar
e-Stamp



Certificate No. : IN-BR44250650373961U
Certificate Issued Date : 03-Jun-2023 12:02PM
Account Reference : NONACC (CB)/ brtbscb09/ CHHAJJUBAGH/ BR-PAT/ PTC
Unique Doc. Reference : SUBIN-BRBRTBSCB097031336031240U
Purchased By : IDBI BANK LTD.,
Description of Document : Not Applicable
Property of Description : Not Applicable
Consideration Price (Rs.) : 0 (Zero)
First Party : Not Applicable
Second Party : IDBI BANK LTD.,
Stamp Duty Paid By : IDBI BANK LTD.,
Stamp Duty Paid (Rs.) : 1,000 (One Thousand Only)
Reg. fee (Rs.) : 0 (Zero)
LLR & P Fee (Rs.) : 0 (Zero)
Miscellaneous Fee (Rs.) : 0 (Zero)
Discore SC (Rs.) : 0 (Zero)
Total Amount (Rs.) : 1,000 (One Thousand Only)




PERFORMANCE BANK GUARANTEE

To,
EXECUTIVE ENGINEER,
RURAL WORKS DEPARTMENT
WORKS DIVISION, ARARIA

Bank Guarantee No.	230140IBGP00045
Date of Issuance	03-June-2023
Bank Guarantee Value(IN INR)	86,20,000.00
Expiry Date	02-Mar-2024
Claim Expiry Date	02-Mar-2024

In consideration of **EXECUTIVE ENGINEER RURAL WORKS DEPARTMENT WORKS DIVISION, ARARIA, BIHAR.** (hereinafter called the Beneficiary) having agree to exempt **ABHAY CONSTRUCTION, S/O YOGENDRA PRASAD YADAV, VILL-CHACKAPSAID PARMANANDPUR SONEPUR, SARAN (BIHAR)** (hereinafter called the "The said Contractor) from the demand under the terms and conditions of a **Letter of Acceptance(LOA) Letter No. 1136 dated 18.04.2023 for "Construction of Road from MR-N/22-23 Araria/03. Under M/R 3054 (Tender Id-121753)"** (herein after called the said agreement) of the Performance Security for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said agreement on production of a Bank Guarantee for **Rs.86,20,000/-(Rupees. Eighty Six Lacs Twenty Thousand Only).** We IDBI Bank Limited, having its Registered Office and Head Office at **IDBI Tower, WTC Complex, Cuffe Parade, Mumbai-400 005 and among other places a branch office at IDBI LTD, Uma Complex, Fraser Road, Patna-800001, Bihar** (hereinafter referred to as the Bank) Hereby undertake to pay the Beneficiary an amount not exceeding **Rs.86,20,000/-(Rupees. Eighty Six Lacs Twenty Thousand Only)** against any loss or damage caused to or suffered or would be caused to or suffered by the Beneficiary by reasons of any breach by the said contractor(s) or any of the terms and conditions contained in the said agreement. Do not write or type below this line


स्वाति चंद्रा / SWATI CHANDRA
सहायक प्रबंधक / Asst. Manager
व्यापार वित्त केंद्र प्रमुख-पटना / TFC - PATNA
कर्मचारी कूट सं० / EIN-123291
आईडीबीआई बैंक लि०, पटना / IDBI Bank Ltd., Patna


राजेश कुमार / Rajesh Kumar
प्रबंधक / Manager
व्यापार वित्त केंद्र प्रमुख-पटना / TFC Head-Patna
कर्मचारी कूट सं० / EIN-113199
आईडीबीआई बैंक लि०, पटना / IDBI Bank Ltd., Patna


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Statutory Alert :

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3. In case of any discrepancy please inform the Competent Authority.

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- A. We, IDBI Bank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on written demand from the Beneficiary stating that the amount claimed is due to way of loss or damage caused to or would be caused to or suffered by the Beneficiary by reasons of breach of the said contractor(s) of any of the terms and conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made in the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs.86,20,000/- (Rupees. Eighty Six Laes Twenty Thousand Only).**
- B. We, IDBI Bank Ltd. undertake to pay the Beneficiary any money so demanded upto the guaranteed amount notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
- C. We, IDBI Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Beneficiary under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Beneficiary certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) or till the validity of this bank guarantee whichever is earlier and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before date **02-Mar-2023**, we shall be discharged from all liability under this guarantee thereafter.
- D. We, IDBI Bank Ltd. further agree with the Beneficiary that the Beneficiary shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the Beneficiary against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or from any forbearance act or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the said Transporter or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.


 स्वाति चंद्रा / SWATI CHANDRA
 सहायक प्रबंधक / Asst. Manager
 व्यापार वित्त केन्द्र प्रमुख-पटना / TFC - PATNA
 ① कर्मचारी कूट सं० / EIN-123291
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 राजेश कुमार / Rajesh Kumar
 प्रबंधक / Manager
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- E. We, IDBI Bank Ltd. further agree with the Beneficiary that the Beneficiary shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the Beneficiary against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or from any forbearance act or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the said Transporter or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- F. Bank Guarantee shall remain in force up to **02-Mar-2024**.
- G. This guarantee will not be discharged due to the change in the constitution of the bank or the Transporter(s).

Notwithstanding anything contained herein:-

1. Our liability under the bank guarantee shall not **Rs.86,20,000/- (Rupees. Eighty Six Lacs Twenty Thousand Only)** .
2. This Bank Guarantee shall be valid up to **02-Mar-2024**.
3. We are liable to pay to the guarantee amount only and only if we receive from you a written claim or demand not later than **02-Mar-2024** at IDBI Bank Ltd, Uma Complex, Fraser Road, Patna-800001, Bihar. All your rights as well as our liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee not later than **02-Mar-2024**. whether or not the original BG is submitted to us.


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