

RWD Works Division, Bhabhua

claim cupto: 29.06.2024

WHEREAS Ajay Engicone Private Limited, Harihar Singh Road, Morabadi, Ranchi, Jharkhand, Branch office Satendra Nagar, Aurangabad, Bihar (hereafter called "the contract pursuance in undertake. has contractor") to execute Construction & Five yeardated..... Maintenance of "Tender title-MR-N/22-23 Bhabhua/25 (Tender ID-124452)" Under 3054/MR . (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 The Executive Engineer, RWD Works Division, Bhabhua. (herein after called the employee's representative). In the sum of Rs.7,75,269.00/- (Rupees Seven Lakh Seventy Five thousand Two Hundred Sixty Nine only) for which payment well and truly to be made to.



NANINDRA SHARMA STAMP-VENDOR 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. 7,75,269.00/- (Rupees Seven Lakh Seventy Five thousand Two Hundred Sixty Nine 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. 7,75,269.00/- (Rupees Seven Lakh Seventy Five thousand Two Hundred Sixty Nine 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 7,75,269.00/- (Rupees Seven Lakh Seventy Five thousand Two Hundred Sixty Nine only and this guarantee is valid up to 29.06.2024 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 29.06.2024 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



PERFORMANCE BANK GUARANTEE

BGNO: 4591 [PEBG 230065 1554e Date: 30-06.2023 Valid up to: 29.06.2024 Claim up to: 29.06.2024 To. The Executive Engineer,

RWD Works Division, Bhabhua

WHEREAS Ajay Engicone Private Limited, Harihar Singh Road, Morabadi, Ranchi, Jharkhand, Branch office Satendra Nagar, Aurangabad, Bihar (hereafter called "the in undertake. Construction & Five year contractor") has to execute Maintenance of "Tender title-MR-N/22-23 Bhabhua/25 (Tender ID-124452)" Under 3054/MR . (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 The Executive Engineer, RWD Works Division, Bhabhúa. (herein after called the employee's representative). In the sum Rs.10,33,692.00/- (Rupees Ten Lakh Thirty Three thousand Six Hundred Ninety (conly) 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. 10,33,692.00/- (Rupees Ten Lakh Thirty Three thousand Six Hundred Nintey Two 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. 10,33,692.00/- (Rupees Ten Lakh Thirty Three thousand Six Hundred Nintey Two 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 10,33,692.00/- (Rupees Ten Lakh Thirty Three thousand Six Hundred Ninety Two only) and this guarantee is valid up to 29.06.2024 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 29.06.2024 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