

**BANK-GUARANTEE** 

**Executive Engineer RWD Works Division** Samastipur

Dear Sir,

Guarantee No. Amount of Guarantee Guarantee Covers from Last date for Lodgement of claim

: 1748723BG0000106

: Rs. 3500000

: 13-11-2023 To 12-11-2024

: 12-11-2024

1. Whereas WAKIL RAY (hereinafter called "the Bidder") has submitted his Bid dated 13/11/2023 for MR-N/23-24 Samastipur/02 (Tender id-124936) BID ID- 543816, (Name of Contract hereinafter called the "Bid")

2. KNOW ALL PEOPLE by the these presents that we State Bank of India (Name of the Bank) of India (name of country) having our registered office at Mumbai,India (hereinafter called "the Bank") are bound unto Executive Engineer, RWD Works Division, Samastipur[name of employer]



(hereinafter called the "Employer") in sum of **Rs. 3500000** (Rs. Thirty five lakhs Only) \*for which payment well and truly to be made to the said Employer by the Bank itself,his successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this 12/11/2024

The condition of the obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the BID validity specified in the form of Bid
- (2) If the Bidder having being notified to the acceptance of his Bid by the Employer during the period of Bid validity
- (a) fails or refuses to execute the form of agreement in the accordance with the instructions to the 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 instruction to bidder (ITB)



LA (17437 6) 5)

We undertake to pay to the Employer up to the above amount upon the receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the employer will note that the amount claimed by him as 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 12/11/2024 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 Employer, 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.

- 3. "Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly."
- 4. "Notwithstanding anything contained here in above:
  - a) Our liability under this Bank Guarantee shall not exceed Rs. 3500000 (Rs. Thirty five lakhs
  - b) This Bank Guarantee shall be valid up to 12/11/2024

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c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before 12/11/2024

Signature

Seal

Place: Hajipur Date: 13/11/2023