

Guarantee No. ate of Issue

mount Date of Expiry

Date of Claim

BANK GUARA

लाक नंवा । १७७ समाहरनालय. : 0423223BG0000142

: 27.06.2023 : 30,94,000/-: 30.06.2024

: 30.06.2024

TO, EXECUTIVE ENGINEER. RWD WORKS DIVISION KAHALGAON BHAGALPUR. BIHAR.

WHEREAS Satyendra Kumar Construction Pvt Ltd. 202 Hera Enclave, New DakBunglow Road Patna - 800001 (name and address of Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of Contract, Letter No.764dated26.06.2023to execute "Output and Performance Based Roads Maintenance Contract for Package No.- MR-N/22-23/Kahalqaon/15 under RWD, Works Division Kahalgaon"(name of the Contract and brief description of Works) (hereinafter called "the Contract"

FOR STATE BANK OF INDIA

OF STATE BANK OF INDIA SME Dak Bunglow Road Manager Manager 55- 2 12031



BANK GUARANTEE NO: 0423223BG0000142

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 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.30,94,000/-[amount of guarantee] "Rupees Thirty Lac Ninety Four 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. 30,94,000/-(Rupees Thirty Lac Ninety Four thousand only) [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 thereunder 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 Defects Liability Period i.e. 30.06.2024.

Notwithstanding anything to the contrary contained herein:

- A) Our liability under this Bank Guarantee shall not exceed Rs. 30,94,000/(Rupees Thirty Lac Ninety Four thousand only.)
- B) This Bank Guarantee shall be valid up to 30/06/2024.
- C) The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before 30/06/2024.

For STATE BANK OF INDIA
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SME Dak Bunglow Road
South Gandhi Maidan, Patna-01

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South Gandhi Maidag, Pato.
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Bank Guarantee No. Date of Issue

Amount
Date of Expiry
Date of Claim

: 0423223BG0000143 : 27.06.2023

: 37,12,000/-

: 30.06.2024 : 30.06.2024

TO,
EXECUTIVE ENGINEER,
RWD WORKS DIVISION,
KAHALGAON BHAGALPUR.
BIHAR.

WHEREAS Sayendra Kumar Construction Pvt Ltd. 202 Hera Enclave, New DakBunglow Road Patna - 800001 (name and address of Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of Contract, Letter No.764dated26_06.2023to execute "Output and Performance Based Roads Maintenance Contract for Package No.- MR-N/22-23/Kahalgaon/15 under RWD, Works Division Kahalgaon"[name of the Contract and brief description of Works) (hereinafter called "the Contract").

For STATE BANK OF INDIA
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BANK GUARANTEE NO: 0423223BG0000143

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 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.37,12,000/-[amount of guarantee] "Rupees Thirty-Seven Lac Twelve 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.37,12,000/-Rupees Thirty-Seven Lac Twelve thousand only [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 thereunder 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 Defects Liability Period i.e. 30.06.2024.

Notwithstanding anything to the contrary contained herein:

- A) Our liability under this Bank Guarantee shall not exceed Rs.37,12,000 (Rupees Thirty-Seven Lac Twelve thousand only)
- B) This Bank Guarantee shall be valid up to 30/06/2024.
- C) The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before 30/06/2024.

For STATE BANK OF INDIA
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SME Dak Bungliow Road
South Gandhi Maidan, Fatna-01
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For STATE BANK OF INDIA S.M. EDWARDEN Br. M4232 when the deer, was SME Dak Bunglow Road South Gandhi Maidan, Patna-01

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BID SECURITY (BANK GUARANTEE UNCONDITIONAL)

Bank Guarantee No. : 0423223BG0000026

Date of Issue : 21.01.2023 Amount : 16,50,000/-Date of Expiry : 31.07.2023

Date of Claim : 31.07.2023

TO, EXECUTIVE ENGINEER RWD WORKS DIVISION KAHALGAON BHAGALPUR BIHAR.

WHEREAS SATYENDRA KUMAR CONSTRUCTION PVT. LTD. (Name of Bidder) (herein after called "The Bidder") has submitted his Bid dated 24.01.2023 (date) for the work of "Output and Performance Based Roads Maintenance Contract for Package No. MR-N/22-23/Kahalgaon/15 under RWD, Works Division Kahalgaon".(Name of Contract hereinafter called "the Bid").

For STATE BANK OF INDIA 8.M.E Dukhughw Br. (BA227) ytura what from trees SME Dak Bunglow Road South Gandhi Maidan, Patna-01

FOR STATE BANK OF INDIA
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South Gandhi Majdan Batha bunglow
Chief Manager

Chief Manager





BANK GUARANTEE NO.: 0423223BG0000026

KNOW ALL PEOPLE by these presents that We State Bank of India (name of bank) of India (name of country) having our registered office at SME, DakBunglow Branch, Kataruka Niwas, south Gandhi Maidan, Patna-800001, (hereinafter called "the Bank") are bound unto "Executive Engineer, RWD, Works Division Kahalgaon, Bhagalpur, (Bihar)", (Name of E/!) (hereinafter called "the E/l") in the sum of Rs 16,50,000/- (Rupees Sixteen Lakhs Fifty Thousand only) for which payment will and truly to be made to the said Employer by the Bank itself, his successors and assigns by these presents.

THE CONDITIONS of this obligations are.

If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the form of Bid.

OR

If the Bidder having been notified of 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 accordance with the Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the performance Security, in accordance with the Instruction to Bidders; or
- (c) does not accept the correction of the Bid Price pursuant to Concerned 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 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 31/07/2023 days after the deadline for submission of Bids as such deadline is started in the instructions to Bidders or as it may be extended by the E/I, notice of with extension(s) to the Bank is here by waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

 The Bidder should insert the amount of the guarantee in words and figure denominated in Indian Rupees. This figure should be the same as shown in Concerned Clause of the Instruction to Bidders.

For STATE BANK OF INDIA S.M. E Dakbagher Br. (0423); When with Ward, Tatta SME Dak Bungloy Road South Gandhi Malddy, Patmay 21

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BANK GUARANTEE NO.: 0423223BG0000026

Notwithstanding anything to the contrary contained herein :-

- I. Our liability under this Guarantee of Rs 16,50,000/- (Rupees Sixteen Lakhs Fifty Thousand only)
- ii. This Bank Guarantee shall be valid up to 31.07.2023.
- iii. The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before 31.07.2023.

SME Dak Bunglow Road South Gandhi ivialdan Patna-(

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