

5014



क्रमांक 5693 दिनांक 23-9-24
 श्री/श्री मती 398 मिथिला कंस्ट्रक्शन प्रा. लि.
 काम/मुहल्ला पुराना रोड
 वास्ता पुराना रोड
 लम्बाय 1/1000

AV 756813

BG No- 0139036A24 000019
 Valid from - 23/09/24 to 23/09/25

PERFORMANCE (BANK GURANTEE UNCONDITONAL)

WHEREAS Shree Awadh Mithila Construction Pvt. Ltd., At-Baruraj, Motipur, Muzaffarpur-843132 [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated ----- [date] for the construction of Package No-MR-N/2023-24-Madhubani/05 [name of Contract hereinafter called "the Bid"]
 KNOW ALL PEOPLE by these presents that We CENTRAL BANK OF INDIA, [name of Bank] of INDIA [name of country] having our registered office at MUMBAI (hereinafter called "the Bank") are bound unto EXECUTIVE ENGINEER, RWD (W) DIVISION, MADHUBANI [name of Employer] (hereinafter called "the Employer") in the sum of Rs. 54,08,000.00 (Rupees Fifty Four Lakhs Eight Thousand) 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 23rd day of September, 2024

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the withdraws his bid during the period of Bid validity specified in the Form of Bid;
 OR
- (2) If the Bidder having been 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 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.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will not 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 23.09.2025 i.e. 45 days 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 if 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.

Now with Standing anything contained herein before our liability under this guarantee is restricted to **Rs. 54,08,000.00 (Rupees Fifty Four Lakhs Eight Thousand) only**. All your rights under the said Guarantee shall be forfeited and we shall be released and discharged from all liabilities under this Guarantee thereafter. This Guarantee is to be returned to us within 15 days from the date it ceases to be in force. If the Guarantee is not received back by us within the date aforementioned. It shall deemed to be automatically cancelled.

Date: 23.09.2024

Signature: 

Name: **Ek NARAYAN**

Address: Central Bank of India,
Regional Office, Branch-Kalambagh Road, Muzaffarpur



Countersigned
[Signature, Name and Address]



(5014)



क्रमांक 5700 दिनांक 13-9-24
श्री/श्रीमती. अपत्य मिथिला कंस्ट्रक्शन प्रा. लि.
वाम/मुहल्ला मधुबनी ग्राम
वास्तु मधुबनी
समाप्त 10/88-89

AV 756814

BBN-0139086A24000020
Valid from 23/09/24 to 23/09/25

PERFORMANCE(BANK GURANTEE UNCONDITONAL)

WHEREAS Shree Awadh Mithila Construction Pvt. Ltd., At-Baruraj, Motipur, Muzaffarpur-843132 [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated ----- [date] for the construction of Package No-MR-N/2023-24-Madhubani/05 [name of Contract hereinafter called "the Bid"]
KNOW ALL PEOPLE by these presents that We CENTRAL BANK OF INDIA, [name of Bank] of INDIA [name of country] having our registered office at MUMBAI (hereinafter called "the Bank") are bound unto EXECUTIVE ENGINEER, RWD (W) DIVISION, MADHUBANI [name of Employer] (hereinafter called "the Employer") in the sum of Rs. 79,42,000.00 (Rupees Seventy Nine Lakhs Forty Two Thousand) 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 23rd day of September, 2024

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the withdraws his bid during the period of Bid validity specified in the Form of Bid;
OR
- (2) If the Bidder having been 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 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.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will not 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 23.09.2025 i.e. 45 days 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 if 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.

Now with Standing anything contained herein before our liability under this guarantee is restricted to **Rs. 79,42,000.00 (Rupees Seventy Nine Lakhs Forty Two Thousand) only**. All your rights under the said Guarantee shall be forfeited and we shall be released and discharged from all liabilities under this Guarantee thereafter. This Guarantee is to be returned to us within 15 days from the date it ceases to be in force. If the Guarantee is not received back by us within the date aforementioned. It shall deemed to be automatically cancelled.

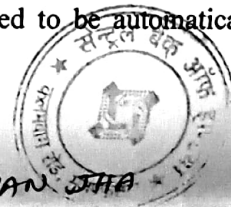
Date: 23.09.2024

Signature:



Name:

E. K. NARAYAN



Address: Central Bank of India,
Regional Office, Branch-Kalamnagar Road, Muzaffarpur



Countersigned

[Signature, Name and Address]