

बिहार BIHAR

श्रीवासी प्रदर्शिक राहित २ १ हिंहा २०२४ AW 914689

Performance Security Form
Bank Guarantee

Bank Guarantee No.- F81GPGE240158104 Date- 22/11/2024

To,

The Executive Engineer, R.W.D. Work Division Mahua Dist.- Vaishali, Bihar

> प्रबन्धक MANAGER

केनरा बँके,मांगनपुर (वेशाली) "NARA BANK, MANGANPUR, VAISHA" Dear Sir,

In Consideration of the Executive Engineer (Employer's Name) E.E.R.W.D. works Div. Mahua (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the contact or meaning thereof, include its successor, administrators and assigns having awarded to (Name) Rameshwar Singh Kataru Chak Mohammad, PO- Goraul, PS-Vaishali, Dist.- Vaishali, Bihar with its Registered/Head office Kataru Chak Mohammad, PO- Goraul, PS-Vaishali, Dist.- Vaishali, Bihar (hereinafter referred to as the contractor which expression shall unless repugnant to the contact or meaning thereof, includes its successors administrators, executors and assigns) as contract by issue of Employers letter of Acceptance No. 1591 dt. 22/11/2024 same having been acknowledged by the contractor for Rs. 3275000 (Thirty Two Lakh Seventy Five Thousand) for construction of road PACKAGE No.- MR.N/23-24/Mahua/04 (Tender Id- 130342) and the contractor agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to Rs. 3275000 (Thirty Two Lakh Seventy Five Thousand) of the said value of the aforesaid work the contract the employer.

We Canara Bank Manganpur Dist.- Vaishali, Bihar having its Head office at 112 JC Road, Banglore (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the contact or meaning thereof include its successors, administrators, executor and assigns) do hereby guarantee and undertake to pay the Employer, on demand and all moneys payable by the contractor to the extent of Rs. 3275000 (Thirty Two Lakh Seventy Five Thousand) as a foresaid at any time upto (day/month/year) without any demur, reservation, contest recourse or protest and/or without any reference to the contractor any such demand made by the Employer on the bank shall be conclusive and binding not withstanding any difference between the Employer and the Contractor of any dispute pending before any court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous content of the Employer and further agrees that the guarantees herein contained shall continue to the enforceable till the Employer discharges the guarantee or till 21/11/2025 whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the contractor, The Employer shall have



the fullest liberty, without affecting this guarantee to pastime if exorcist of any rights from time to time against the contractor exercise the same to any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the Employer and the contractor or any other course of remedy or security available to the matters aforesaid or any of them or by reason of any other act or forbearance or other act of omission or commission on the part of the Employer or any to her indulgence shown by the Employer or by any other matter or thing whatsoever which under the law relating to sureties would but not for this provision have the effect to relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled in enforce this Guarantee against the contractor as the principal Debtor notwithstanding any security or other guarantee the Employer this have relation to the contractor's liabilities.

"Not with standing any thing contained herein:

(i) Our liability under this Bank Guarantee shall not Exceed Rs. 3275000 (Thirty Two Lakh Seventy Five Thousand)

This Bank Guarantee shall be valid up to 21/11/2025 and we are liable to pay guaranteed amount or any part thereof under this Bank guarantee only and only if the Employer serves upon the Bank a written claim or demand on or before 21/11/2025

Date this 22th day of November 2024 at Manganpur.

प्रचन्धक MANAGER

केनरा बॅके,मागनपुर (वैशाली) ^ANARABANK, MANGANPUR, VAISHALI



बिहार BIHAR

Performance Security Form Bank Guarantee

Bank Guarantee No.- F81GPGE240158107 Date- 22/11/2024

To,

The Executive Engineer, R.W.D. Work Division Mahua Dist.- Vaishali, Bihar

> प्रबन्धक कं,मांगनपुर (वैशाली) MARABANK, MANGANPUR VAICHALL

Dear Sir,

In Consideration of the Executive Engineer (Employer's Name) E.E.R.W.D. works Div. Mahua (hereinaster referred to as the 'Employer' which expression shall unless repugnant to the contact or meaning thereof, include its successor, administrators and assigns having awarded to (Name) Rameshwar Singh Kataru Chak Mohammad, PO- Goraul, PS-Vaishali, Dist.- Vaishali, Bihar with its Registered/Head office Kataru Chak Mohammad, PO- Goraul, PS-Vaishali, Dist.- Vaishali, Bihar (hereinafter referred to as the contractor which expression shall unless repugnant to the contact or meaning thereof, includes its successors administrators, executors and assigns) as contract by issue of Employers letter of Acceptance No. 1591 dt. 22/11/2024 same having been acknowledged by the contractor for Rs. 11292900 (One Crore Twelve Lakh Ninty Two Thousand Nine Hundred) for construction of road PACKAGE No.- MR.N/23-24/Mahua/04 (Tender Id- 130342) and the contractor agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to Rs. 11292900 (One Crore Twelve Lakh Ninty Two Thousand Nine Hundred of the said value of the aforesaid work the contract the employer.

We Canara Bank Manganpur Dist.- Vaishali, Bihar having its Head office at 112 JC Road, Banglore (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the contact or meaning thereof include its successors, administrators, executor and assigns) do hereby guarantee and undertake to pay the Employer, on demand and all moneys payable by the contractor to the extent of Rs. 11292900 (One Crore Twelve Lakh Ninty Two Thousand Nine Hundred as a foresaid at any time upto (day/month/year) without any demur, reservation, contest recourse or protest and/or without any reference to the contractor any such demand made by the Employer on the bank shall be conclusive and binding not withstanding any difference between the Employer and the Contractor of any dispute pending before any court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous content of the Employer and further agrees that the guarantees herein contained shall continue to the

enforceable till the Employer discharges the guarantee or till 21/11/2025 whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the contractor, The Employer shall have the fullest liberty, without affecting this guarantee to pastime if exorcist of any rights from time to time against the contractor exercise the same to any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the Employer and the contractor or any other course of remedy or security available to the matters aforesaid or any of them or by reason of any other act or forbearance or other act of omission or commission on the part of the Employer or any to her indulgence shown by the Employer or by any other matter or thing whatsoever which under the law relating to sureties would but not for this provision have the effect to relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled in enforce this Guarantee against the contractor as the principal Debtor notwithstanding any security or other guarantee the Employer this have relation to the contractor's liabilities.

"Not with standing any thing contained herein:

(i) Our liability under this Bank Guarantee shall not Exceed Rs. 11292900 (One Crore Twelve Lakh Ninty Two Thousand Nine Hundred This Bank Guarantee shall be valid up to 21/11/2025 and we are liable to pay guaranteed amount or any part thereof under this Bank guarantee only and only if the Employer serves upon the Bank a written claim or demand on or before 21/11/2025

Date this 22th day of November 2024 at Manganpur.

केनर वैक मांगनपुर (वेशाली) CANARA BANK, MANGANPUR, VAICH

प्रबन्धक IANAGER