

ADDITIONAL PERFORMANCE BANK GUARANTEE

Bank Guarantee No.: 0209824 IP4000014

Amount of B.G. Date of Issue

6.595600/-: 08-10-2024 : 07-04-2025

Valid Up to

Date of Claim

: 07-05-2025

To

Executive Engineer Rural Works Department Work Division, Bettiah

WHEREAS M/S Raj Construction, Proprietor .- Rakesh Kumar, Vill-Chauriya Tola, Po-Dhumnagar, Ps-Jagdishpur, Dist-West Champaran [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. dated to execute "MR-N/23-24 BETIA-02 (TENDER ID-130275) UNDER MR-N" [name of Contract and bejef description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a scheduled 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 :



WHEREAS We, Indian Bank, a body corporate constituted under Banking Companies cquisition and Transfer of Undertakings Act V of 1970) having its Corporate Office at No. 254-260, Avvai Shanmugham Salai, Rajaji Salai, Royapettah, Chennai – 600014 and one of its Branch office at Bettiah 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.5,95,600/-[amount of guarantee]* (Rupees Five Lakhs Ninety Five Thousand Six Hundred 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.5,95,600/-[amount of guarantee]* (Rupees Five Lakhs Ninety Five Thousand Six Hundred 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 there under or of any of the Contract documents which may be made between your 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 30 days from the date of expiry of the Defect Liability Period.

Notwithstanding anything contained herein:

- (i) Our liability under this bank guarantee shall not exceed Rs.5,95,600/-(Rupees Five Lakhs Ninety Five Thousand Six Hundred Only)
- (ii) This bank guarantee shall be valid up-to 07.04.2025.

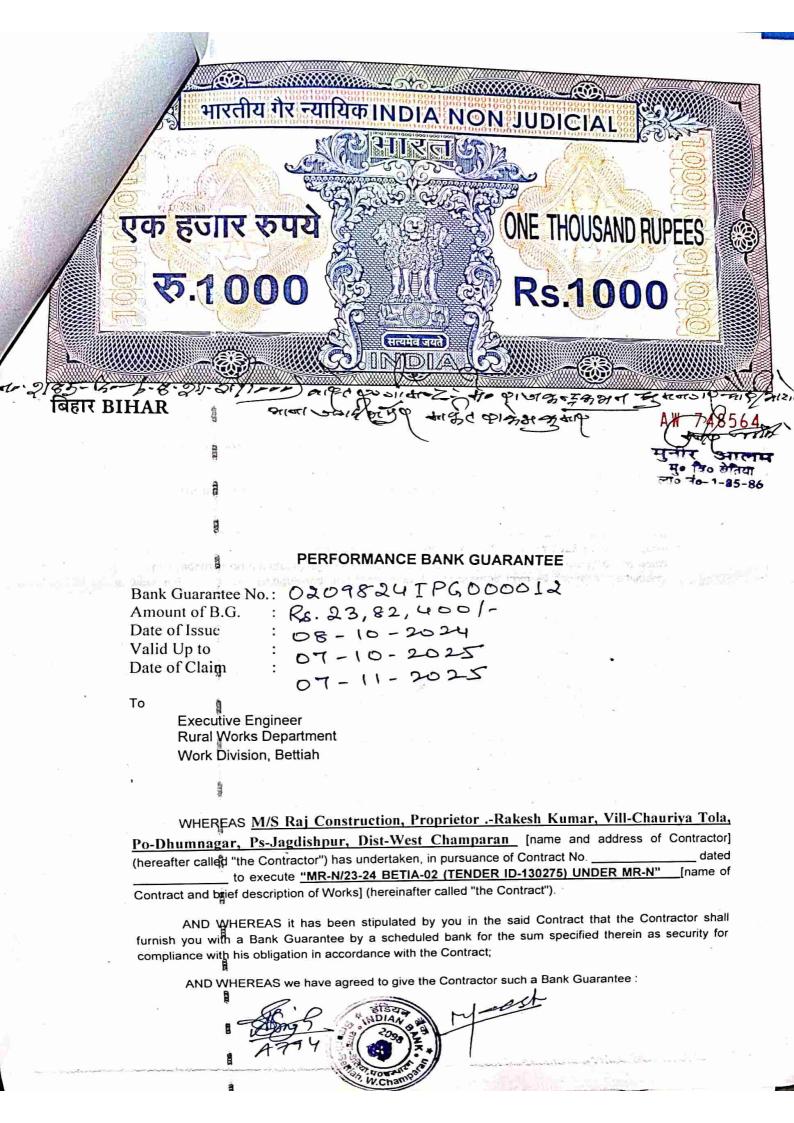
(iii) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if a written claim or demand is served upon us on or before 07.05.2025 (Minimum claim period of 1 month or on a mutually agreed terms between the customer and beneficiary), failing which all your rights shall be extinguished and Bank shall be discharged from all liabilities thereunder, irrespective of return / non return of original Bank guarantee.

(iv)Unless an action to enforce the claim under this guarantee is initiated within one year from the date of denial of invocation / rejection of claim by the bank, provided the invocation has been made within the validity/ claim period; all rights of the beneficiary shall be extinguished and bank shall be discharged from all liabilities hereunder."

Signature and Seal of the guarantor

Name of Bank / DIATE GATER, W.Charles

Date 08 -10 - 2024



AS We, Indian Bank, a body corporate constituted under Banking Companies and Transfer of Undertakings Act V of 1970) having its Corporate Office at No. 254-260, hmugham Salai, Rajaji Salai, Royapettah, Chennai – 600014 and one of its Branch office at greed to give the Contractor such a Bank Guarantee:

THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of Contractor, up to a total of Rs. 23,82,400/-[amount of guarantee]* (Rupees Twenty Three Lakhs aghty Two Thousand Four Hundred 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. 23,82,400/- (Rupees Twenty-Three Lakhs Eighty-Two Thousand Four Hundred 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 there under or of any of the Contract documents which may be made between your 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 30 days from the date of expiry of the Defect Liability Period

Notwithstanding anything contained herein:

- (i) Our liability under this bank guarantee shall not exceed Rs. 23,82,400/- (Rupees Twenty Three Lakhs Eighty Two Thousand Four Hundred Only)
- (ii) This bank guarantee shall be valid up-to 07.10.2025.

(iii) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if a written claim or demand is served upon us on or before **07.11.2025** (Minimum claim period of 1 month or on a mutually agreed terms between the customer and beneficiary), failing which all your rights shall be extinguished and Bank shall be discharged from all liabilities thereunder, irrespective of return / non return of original Bank guarantee

(iv)Unless an action to enforce the claim under this guarantee is initiated within one year from the date of denial of invocation / rejection of claim by the bank, provided the invocation has been made within the validity/ claim period; all rights of the beneficiary shall be extinguished and bank shall be discharged from all liabilities hereunder."

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Signature and Seal of the guarantor_

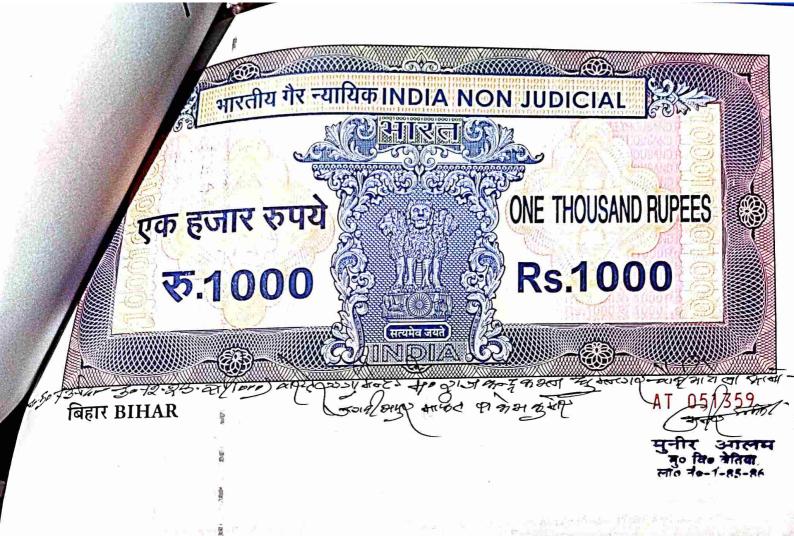
Name of Bank IN DIAN C

Address _____

Date 08-10-2024

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Bank Guarantee No. : 0619624 IB 6000072

B.G. Amount : 10,03,000/Date of Issue : 08/01/2024
Valid Up to : 07/07/2024

BID SECURITY (UNCONDITIONAL BANK GUARANTEE)

WHEREAS, M/S RAJ CONSTRUCTION, PROPRIETOR.-RAKESH KUMAR, VILL-CHAURIYA TOLA, PO-DHUMNAGAR, PS-JAGDISHPUR, DIST-WEST CHAMPARAN [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated 09.01.2024 for the construction of MR-N/23-24 Betia/02 [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We Indian Bank, Bettiah-2 Branch [name of Bank] of India [name of country] having our registered office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai-600001 (hereinafter called "the Bank") are bound unto Executive Engineer, RWD Works Division, Betia [name of E/I] (hereinafter called "the E/I") in the sum of 10,03,000 /- (Rupees Ten Lakh Three Thousand Only) *for which payment well and truly to be made to the said E/I the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____day of _____,20___

THE CONDITIONS of this obligation 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 to the acceptance of his bid by the E/I during the (2)period of Bid validity:
- Fails or refuses to execute the Form of Agreement in accordance with the instructions (a) to Bidders, if required; or
- Fails or refuses to furnish the Performance Security, in accordance with the (b) instruction to Bidders: or
- Does not accept the correction of the Bid Price pursuant to Evaluation and (c) comparison 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 is due to his 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 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 E/I, 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.

DATE: 08,01.2024

WITNESS:

SIGNATURE

SEAL

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in BDS ITB 17.1.

* 45 days after the end of the validity period of the Bid. Date should be inserted by the E/I before the Bidding documents are issued.