



बिहार BIHAR

AP 7899/44

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लॉ० न०-1-85-86

Bank Guarantee No.: 0619616220000130
 Amount of B.G. : 2097000—
 Date of Issue : 13.12.2022
 Valid Upto : 12.06.2023

Performance Bank Guarantee

To
 Executive Engineer
 R.W.D. Works Div. Bettiah

WHEREAS **Rakesh Kumar, C/o-M/s Raj Construction, Vill-Chauriya Tola, PO-Dhumnagar, PS-Jagdishpur, Dist-West Champaran** (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute **MR-N/21-22 Bettiah-01** (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:



NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of **20,97,000/-** [amount of guarantee]* **Twenty Laes Ninety Seven Thousand Rupees** (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 **20,97,000/-** [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 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the Guarantor



Sanjay Kumar

Name of Bank : Indian Bank

Address : Ujjain Tola, Bettiah-2

Date : 13.12.2022



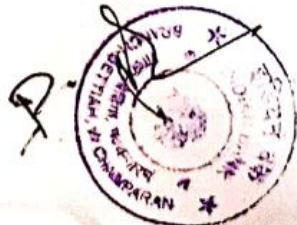
Bank Guarantee No. : 0619616220000097
B.G. Amount : Rs. 8,35,000/-
Date of Issue : 19/07/2022
Valid Upto : 18/01/2023

BID SECURITY (BANK GUARANTEE UNCONDITIONAL)

WHEREAS, RAKESH KUMAR, PROP. M/S RAJ CONSTRUCTION, VILL-CHAURIYA TOLA, PO-DHUMNAGAR, PS-JAGDISHPUR, DIST-WEST CHAMPARAN [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated 20.07.2022 for the Package No. MR-N/21-22 Bettiah/01 [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 corporate office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai-600001 (hereinafter called "the Bank") are bound unto Executive Engineer, R.W.D., Works Division, Bettiah [name of Employer] (hereinafter called "the Employer") in the sum of Rs. 8,35,000/- (Eight Lac Thirty Five Thousand) *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 _____



THE CONDITIONS of this obligation are :

- (1) If after Bid opening the Bidder 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 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 18/01/2023 ** 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 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 : 19/07/2022

SIGNATURE

WITNESS : Saurabh Priyadarshi

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 Clause 16.1 of the Instructions to Bidders.

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