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22-09-17  
मलिका दत्त  
मुद्रांक विभाग  
भारत काली . सहा  
नवम्बर स . 2017

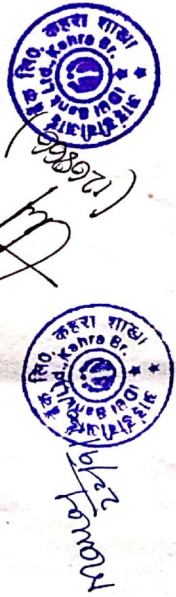
PERFORMANCE BANK GUARANTEE

To,  
Executive Engineer,  
RWD, Works Division,  
Saharsa

BG No:-170140IBGP00073  
Date of Issue:- 22.09.2017  
Date of Expiry:-21.09.2020  
Claim Expiry Date:- 21.03.2021

WHEREAS M/s MADAN KUMAR SINGH, having resident at AT NAYA BAZAR SAHARSA, BIHAR (hereafter called "the Contractor") has undertaken to execute Construction and maintenance of Road Gr. No. 29 PMGSY-11 Package BR29R/183 T02 to Bhanthi, Package No BR29R/176X Road L036 to Arra Ghat, (Bid ID 99364) under Block Mahishi District - Saharsa under Head Pradhanmantri Gram Sarak Yojna 2013-14 (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 recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;





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**Date of Issue:- 22.09.2017**  
**Date of Expiry:-21.09.2020**  
**Claim Expiry Date:- 21.03.2021**

**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.7,88,000/- (Rupees Seven Lakh Eighty Eight Thousand Only), 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.7,88,000/- (Rupees Seven Lakh Eighty Eight Thousand Only) 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.




Notwithstanding anything contained herein—above our liability shall not exceed Rs.7,88,000/- (Rupees Seven Lakh Eighty Eight Thousand Only), and the guarantee will be valid till (Date: **21.09.2020**). Unless a demand is made in writing on the bank at (Address of the Branch: Uma Complex, Fraser Road, Patna-800001) on or before (Date: **21.03.2021**), all your rights under this guarantee will be forfeited and we shall be relived and discharged from all liabilities thereunder.

Signature and Seal of the guarantor

Name of Bank: **IDBI Bank Ltd.**

Address : **Uma Complex, Fraser Road, Ground Floor, Patna 800 001, Bihar.**

Date: **22.09.2017.**

*Manoj*  
*22/9/2017*  
  
  






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11. बिहार BIHAR  
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To,  
The Executive Engineer,  
R.W.D Works Division,  
Saharsa

BG No:-140140IBGB00054  
Date of Issue:-05.09.2014  
Date of Expiry:- 04.03.2015

In consideration of the Rural Work Division, Saharsa acting through the Executive Engineer, R.W.D Works Division Saharsa (hereinafter called " R.W.D Work Division") having agreed to allow M/s MADAN KUMAR SINGH, having resident at AT NAYA BAZAR SAHARSA, BIHAR (hereinafter called "the said contractor") to participate in tender for "Construction of Road and CD of group,29,PMGSY11" vide Package No BR29R-176 & BR29R-183 on production of a bank guarantee for Rs.8,40,000/- (Rupees Eight Lacs Forty Thousand Only). We IDBI Bank Ltd having its branch office at Uma Complex, Fraser Road, Patna and Regd Office at IDBI Tower, WTC Complex, Cuffe Parade Mumbai-4000 05 (hereinafter referred to as "the Bank") at the request of M/s MADAN KUMAR SINGH (contractor) do hereby undertake to pay the R.W.D Work Division an amount not exceeding Rs.8,40,000/- (Rupees Eight Lacs Forty Thousand Only) against any loss or damage caused to or suffered or would be cause to or suffered by the R.W.D Works Division by reason of any breach by the said contractor any of the terms of conditions contained in the said tender terms.

5/9/14



5/9/2014





1. We IDBI Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the RWD Work Division stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the RWD Work Division by reason of breach by the said contractor of any of the terms of conditions contained in the said tender Agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.8,40,000/- (Rupees Eight Lacs Forty Thousand Only).
2. We IDBI Bank, agree to pay to the RWD works Division any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court of tribunal relating their to our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
3. We IDBI Bank, further agree that the guarantee contained herein shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the RWD Work Division under or by virtue of the said agreement have been duly paid and its claims satisfied or discharged or office of RWD certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharged this guarantee or 04.03.2015 whichever is earlier. Unless a demand or claim under this guarantee is made on us in writing on or before the 04.03.2015 we shall be discharged from all liability under this guarantee thereafter.
4. We IDBI Bank, further agree with the RWD shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any of the powers exercisable by the RWD Work Division Ltd. against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the RWD Work Division or by any such matter or thing whatsoever such under the law relating to sureties to sureties would, but for this provision have effect of so relieving us :

*Surekha*  
5/9/14

*Manoj*  
5/9/2014

**BG No:- 140140IBGB00054**



Date of Issue:- 05.09.2014  
Date of Expiry:- 04.03.2015

5. We IDBI Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RWD Work Division in writing.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

**Notwithstanding anything contained herein:**

- i. Our liability under this Bank Guarantee shall not exceed **Rs.8,40,000/- (Rupees Eight Lacs Forty Thousand Only)**;
- ii. This Bank Guarantee shall be valid up to **04.03.2015**
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand received by this branch on or before **04.03.2015** before **16.00 hours (IST)**, otherwise all the rights of the beneficiary under the said Guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereof. The liability of the Bank will become null and void without the need to return this guarantee to the Bank, and no demand will be entertained for any reason whatsoever.

