

## PERFORMANCE BANK GUARNTEE

To,
Executive Engineer,
RWD, Works Division,
Muzaffarpur East-1.

WHEREAS, SULABH INFRASTRUCTURE PRIVATE LIMITED, office at L.N., Nagar, R.K. Ashram, Bela, Muzaffarpur (Bihar) (hereinafter called "the Bidder") for the construction of <a href="MMGSY-NDB-BRRP-69-MUZAFFARPUR EAST-1">MMGSY-NDB-BRRP-69-MUZAFFARPUR EAST-1</a> [name of Contract hereinafter called "the Bid"]

KNOW ALL PEOPLE by these presents that we <u>Bank of Baroda</u>, <u>Tilak Maidan Road</u>, <u>Muzaffarpur</u>. [name of Bank] of INDIA [name of country] having our registered office <u>Mandavi</u>, Baroda (hereinafter called "the Bank") are bound unto Ex. Eng., RWD, Works Division, <u>Muzaffarpur East-1</u> [name of employer] (hereinafter called "the Employer") in the sum of Rs. 21,30,000/- (Rupees: Twenty One Lacs Thirty Thousand only), for witch payment well and truly to be made to the said Employer, the Bank itself, his successors and assigns by these presents.

SEALED with the common Seal of the said bank this....20 day of 192...2019







## 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

- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:
  - fails or refuses to execute the Form of Agreement in accordance with the instructions to Bidder, if required, or
  - fails or refuses to furnish the Performance Security , in accordance with the Instruction to Bidder.
     Or
- (c) does not accept the correction of the Bid price Pursuant to evaluation and 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 Employer having to substantiate his demand. Provided that in his demand the Employer 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 conditions 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 of as it may be extended by the Employer, notice of witch 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.

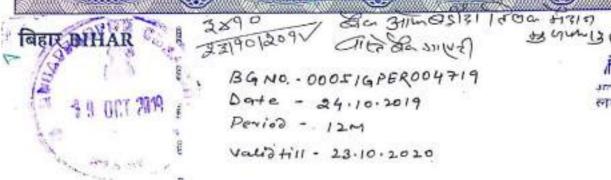
- i) Our liability under this bank Guarantee shall not exceed

  Rs. 21. 30.000/- Rupees Twenty one lace this to thousand only.
- ii) This Bank Guarantee shall be valid upto 19.09.1020 and,
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee if, and only, if you serve upon us a written claim or demand on or before...! 9-09-2-02-.....(the date of expiry of guarantee)









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WHEREAS, SULABH INFRASTRUCTURE PRIVATE LIMITED, office at L.N. Nagar, R.K. Ashram, Bela, Muzaffarpur (Bihar) (hereinafter called "the Bidder") for the construction of MMGSY-NDB-BRRP-69-MUZAFFARPUR EAST-1 [name of Contract hereinafter called "the Bid"]

Maidan Road, Muzaffarpur. [name of Bank] of INDIA [name of country] having our registered office Mandavi, Baroda [hereinafter called "the Bank") are bound unto Ex. Eng., RWD, Works Division, Muzaffarpur East-1 [name of employer] (hereinafter called "the Employer") in the sum of Rs. 5,33,000/- (Rupees: Five Lacs Thirty Three Thousand only). for witch payment well and truly to be made to the sald Employer, the Bank itself, his successors and assigns by these presents.

SEALED with the common Seal of the said bank this ... 24.......day of ........day



त्ते थेंग ऑफ बड़ीहा For Bank of Baroda Mills मुक्ता प्रांकारीका के आवार्य मुक्ता प्रांकारीका के Mississpur

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     Or
- (c) does not accept the correction of the Bid price Pursuant to evaluation and 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 Employer having to substantiate his demand. Provided that in his demand the Employer 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 conditions or conditions.

This Guarantee will remain in force up to and including the date 2.4:10:19...days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders of as it may be extended by the Employer, notice of witch 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.

- i) Our liability under this bank Guarantee shall not exceed

  Rs. 533000 | Rupees Five Lace + Living + Live + thousand.
- ii) This Bank Guarantee shall be valid upto 23-10-2020 and,
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee if, and only, if you serve upon us a written claim or demand on or before. 23.10.2020 (the date of expiry of guarantee)



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