



बिहार BIHAR

AD 793214

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

From,
Andhra Bank
Gaya Branch, Gaya (Bihar)
To,
Executive Engineer
RWD Works Division, Gaya.

146519 IGP PER 0134

Bank Guarantee No. :- 146519 IGP PER 0134
Guarantee Covered from :- 07.11.2019
Last date of lodgments of Claim :- 06.11.2020

Acting through E.E. RWD Works Division, Gaya (Project Incharge) & Address of the Project WHEREAS M/s Aadarsh Construction, Gaurakshini, Manpur, P.S.-Mufassil, Dist.-Gaya (Name and Address of Contractor) (hereinafter called "the Contractor") has undertaken in insurance of Contract to execute **Dhandhar to Dharinuchak** (Name of contract and brief description of works) (hereinafter called "the contract") AND WHERE It has been stipulated, by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by asechedule bank for the Sum Specified therein as security for compliance with his obligations in accordance with the contract, AND WHEREAS We have agree to give contractor such a Bank Guarantee.

NOW/THEREFORE we hereby affirm that we are the Guarantor and responsible to you, behalf of the Contractor, upto a total of **Rs. 343000.00 (Amount of Guarantee)**, Rupees **Three Lakhs Forty Three Thousand Only** (amount in words), such sum being payable in the types and proportions of Currencies in

कुते बाण्ड बैंक / For Andhra Bank

Arpana
ऑफिसर / Officer

कुते बाण्ड बैंक / For Andhra Bank

ऑफिसर / Officer

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 limit of **Rs. 343000.00 (Amount of Guarantee), Rupees Three Lakhs Forty Three Thousand Only** (Amount of Guarantee) as aforesaid without your needing to prove or to show ground or reasons for your demand for the sum specified therein.

The Guarantee will not be revoked during its currency without the prior consent of the beneficiary/E.E. RWD Works Division, Gaya.

We hereby waive the necessity of your demanding the said 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 of the works to be performed there under or of any of the Contract agreement which may be made between you 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 upto 06.11.2020 (a date 45 days after the lapse of Defect Liability period)

Notwithstanding anything contained herein ;

- i) Our liability under this Bank Guarantee shall not exceed Rs. 343000.00 (Rupees Three Lakhs Forty Three Thousand) Only ;
- ii) This Bank Guarantee shall be valid upto 06.11.2020 ; 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 06.11.2020.

आंध्र प्रदेश बैंक / For Andhra Bank
अधिकारी / Officer
गया शाखा / Gaya Branch

Name of Bank आंध्र प्रदेश बैंक / For Andhra Bank
Addresss
Date : 07/11/2019
अधिकारी / Officer
गया शाखा / Gaya Branch

SIGNATURE AND SEAL OF THE GUARANTOR



बिहार BIHAR

AD 797321

सतीश कुमार
मुदांक बिक्रेता, गया
बतन० 124/2001



BG No.- 146519IGPER0152

PERFORMANCE BANK GUARANTEE

From,

Andhra Bank
Gaya Branch
Gaya

कृते आंध्र बैंक / For Andhra Bank

अधिकारी / Officer



कृते आंध्र बैंक / For Andhra Bank

वरिष्ठ शाखा प्रबंधक / Sr. Branch Manager

Sir,

Bank Guarantee No. : 146519IGPER0152
Amount of Bank Guarantee : Rs. 2,17,000/-
Guarantee Covered from : 14.11.2019
Last date of lodgement of claim : 13.05.2020

To

Executive Engineer

R.W.D. Work Division, Gaya

WHEREAS M/s AADARSH CONSTRUCTION, GAURAKSHANI, MANPUR, GAYA (hereafter called "the Contractor") has undertaken, in pursuance for the construction of **CONSTRUCTION OF ROAD FROM DHANDHAR TO DHRMUCHAK, MMGSY-19-GAYA-18** (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that 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:

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 **2,17,000/- (Two Lakhs Seventeen 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 **2,17,000/- (Two Lakhs Seventeen 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.

Not with standing anything contained here in

- (i) Our liabilities under This Bank Guarantee shall not exceed Rs **2,17,000/- (Two Lakhs Seventeen Thousand only)**
- (ii) This BG shall be valid upto **13.05.2020**
- (iii) We are liable to pay the guaranteed amount or any part there of under this BG only and only if you serve up on us a written claim or demand on or before **13.05.2020**
- (iv) Advances to be received against the said Bank Guarantee, if any, is to be routed through the customer's account with the Andhra Bank.

DATE :-14/11/2019

WITNESS

अन्ध्र बैंक / For Andhra Bank

Aspara

[Signature, name and address]

गया शाखा / Gaya Branch

SIGNATURE अन्ध्र बैंक / For Andhra Bank

SEAL

वरिष्ठ शाखा प्रबंधक / Sr. Branch Manager

गया शाखा / Gaya Branch

