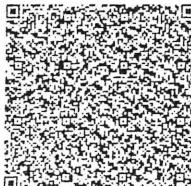


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e-Stamp

Certificate No.	: IN-UK25476247375681W
Certificate Issued Date	: 10-Jun-2024 04:12 PM
Account Reference	: NONACC (SV)/ uk1204904/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK120490457759091241693W
Purchased by	: PNB DEHRADUN
Description of Document	: Article 12(A) Bank Guarantee
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PNB DEHRADUN
Second Party	: NA
Stamp Duty Paid By	: PNB DEHRADUN
Stamp Duty Amount(Rs.)	: 10,000 (Ten Thousand only)



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95578261

This stamp paper is integral part of Bn No. 921201L6008924

For DOON INFRASTRUCTURE

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PARTNER



0022560276

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Dictionary Notes

Performance Security
Bank Guarantee

Issue Date: 11.06.2024
Bank Guarantee No.: 92120/LG008924
Amount: INR 57,75,000.00
Valid upto: 10.03.2028

To,
Program Director, Project Management Unit,
U-PREPARE, Dehradun

Applicant / Seller:
M/s Doon Infrastructure
5-A West Rest Camp Dehradun

Guarantor: Punjab National Bank, Corporate Banking Branch, Race Course, Dehradun 248001

- (A) M/s Doon Infrastructure Regd. Office:- 5- A West Rest Camp Dehradun (hereinafter called the "Contractor") and Program Director, Project Management Unit U-PREPARE, Dehradun, having its principal office at Fourth Floor, DDPM Tower, Near Kargi Chowk, Haridwar Bypass Road, Dehradun - 248171 (hereinafter called the "Authority") have entered into an agreement **Contract No.L.O.A. No. 415/08/BR/RFB-EPC/UGRIDP/2023 Dated 15.03.2024** (hereinafter called the "Agreement") for the **Construction of 150M Span Double lane Motor Bridge over Ratmau River in Daluwala- Lalwala Dhanauri Motor Road in District Haridwar, Uttarakhand State** on Engineering, Procurement and Construction (the "EPC") basis, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the period upto **10.03.2028** as defined in the Agreement/in a sum of **Rs. 57,75,000.00(Rupees Fifty Seven Lakh Seventy Five Thousand Only)** (the "Guarantee Amount").
- (C) We PUNJAB NATIONAL BANK through our branch at CBB RACE COURSE DEHRADUN (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") for the amount of **Rs. 57,75,000.00(Rupees Fifty Seven Lakh Seventy Five Thousand Only)** (the "Guarantee Amount").

NOW, THEREFORE, the Bank hereby unconditionally and irrevocably guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the period upto **10.03.2028** under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified there in.
2. A letter from the Authority, under the hand of an officer not below the rank of Deputy Secretary in the Ministry of External Affairs that the Contractor has committed default in the due and faithful performance of all or any of its obligations for under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

For DOON INFRASTRUCTURE

PARTNER

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5. The Authority shall have the liberty without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time the terms and conditions of the Retention Money and any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on **10.03.2028**. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform using the message type 'IFN 760' and this message has been sent to the advising bank through SFMS to establish the authenticity of the issued bank guarantee, details of which is as under.

S. No.	Particulars	Details
1	Name of Beneficiary	Program Director UDRP-AF Dehradun
2	Name of Bank	Bank of Baroda
3	IFSC Code	BARB0SHADEH

Notwithstanding anything to the contrary contained herein:-

- I. Our liability under this Guarantee shall not exceed **Rs. 57,75,000.00 (Rupees Fifty Seven Lakh Seventy Five Thousand Only)**;
- II. This Bank Guarantee shall be valid up to **10.03.2028**.
- III. Further, a claim period of **0 (Zero) Months** after validity period (claim period) is available to you to make a demand under the Bank Guarantee, in respect of a cause of action which has arisen during the validity period only;
- IV. We are liable to pay up to the guarantee amount only and only if we receive from you a written claim or demand duly receipted by authorized Bank official within the validity period of the guarantee as above or within claim period, if any;

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Note:- Confirmation of this guarantee shall be done by our Zonal Office, Dehradun. Details are as follows:-

Address:- Punjab National Bank, Zonal Office Dehradun-78, Rajpur Road, Second Floor, Radha Place, Dehradun, Uttarakhand-248001

Email- zoddncrmd@pnb.co.in

 <p>कृते पंजाब नैशनल बैंक For Punjab National Bank</p> <p><i>Neha</i></p> <p>प्राधिकृत अधिकारी /Auth. Officer सौ. बी. बी. टेस्टोर्ड, डेहरादून C33, RACE COURSE, DEHRADUN</p>	 <p>कृते पंजाब नैशनल बैंक For Punjab National Bank</p> <p><i>Sandhya</i></p> <p>प्राधिकृत अधिकारी /Auth. Officer सौ. बी. बी. टेस्टोर्ड, डेहरादून C33, RACE COURSE, DEHRADUN</p>
Neha Negi	Sandhya
(Deputy Manager)	(CM)
PA No:- 40870	PA No.:- 5129038
Place:- Dehradun	Place:- Dehradun
Date:- 11.06.2024	Date:- 11.06.2024

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