



Address: 35, Nimbuwala Road Garhi Cantt

Dehradun Uttrakhand 248003

Email Id: N599@indianbank.co.in

Landline No: 0135-2550950

DEHRADUN NIMBUWALA

Environmental and Social (ES) Performance Security

ES - Bank Guarantee

ES Performance Guarantee No.: 0739824IPG000008

Date: 06/04/2024

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

Fourth Floor, DDPM Tower, Near Kargi Chowk,

Haridwar Bypass Road, Dehradun - 248 001

WHEREAS M/s KGL INFRASTRUCTURES, 33-A , Aam Bagh Garhi Cantt Dehradun 248001 (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No.401/ 21-BR/RFB/UGRODP/2023 dated 15/03/2024 to execute Construction of 125M Span Single Lane Suspension Pedestrian Bridge Over Pinder River for Odar Village in District Chamoli (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

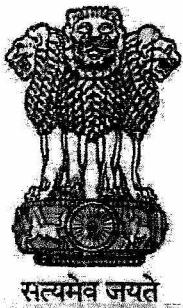
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of Rs. 6,80,000/- Rupees Six Lakhs Eighty Thousand Only [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs.6,80,000/- as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

M/s KGL Infra
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Dy. Program Manager

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INDIA NON JUDICIAL

Government of Uttarakhand

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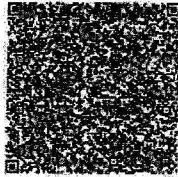
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Certificate No.
Certificate Issued Date
Account Reference
Unique Doc. Reference
Purchased by
Description of Document
Property Description
Consideration Price (Rs.)

First Party
Second Party
Stamp Duty Paid By
Stamp Duty Amount(Rs.)

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This stamp paper is part and parcel of Bank Guarantee
No. 0739824 IP61000008 dated 06/04/2024 valid upto
31/12/2025.

Kalpana Saini (Bm)

John Caw



Anuja Kawat (ABM)

Aug 1st 35692

Statutory Alerts:

1. The authenticity of this Stamp certificate should be verified at 'www.stampitstamp.com' or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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 3. In case of any discrepancy please inform the Competent Authority.

Ms KGL Infrastructures

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Partners

Dy Program Manager

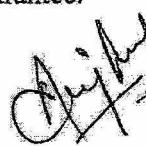
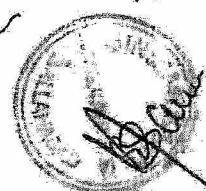
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We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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 you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

- 1) We, Indian Bank, having its Corporate office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai-600014 through our branch at Dehradun Nimbuwala (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Performance Security.
- 1 We, Indian Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Program Director, Project Management Unit, U-PREPARE, Dehradun stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Program Director, Project Management Unit, U-PREPARE, Dehradun by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) 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.
- 2 We undertake to pay to the Program Director, Project Management Unit, U-PREPARE, Dehradun any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- 3 The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment
- 4 We, Indian Bank, further agree that the guarantee herein contained 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 Contractor under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till... Deputy Secretary of Office/Department/Ministry of External Affairs certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

M/s KGL Infrastructures



Partner


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Oy Program Manager

5 We, Indian Bank, further agree with the Contractor that the Program Director, Project Management Unit, U-PREPARE, Dehradun shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder 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 time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear 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 Program Director, Project Management Unit, U-PREPARE, Dehradun or any indulgence by the Program Director, Project Management Unit, U-PREPARE, Dehradun to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6 This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7 We, Indian Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Program Director, Project Management Unit, U-PREPARE, Dehradun in writing.

8 Notwithstanding anything contained hereinabove:

- a) Our liability under this Bank guarantee shall not exceed Rs.6,80,000/- (Rupees Six Lakhs Eighty Thousand only)
- b) This Bank guarantee shall be valid up to 31/12/2025 (as mentioned in the NOA) i.e. up to 31/12/2026. (indicate date / Claim Date) and
- c) 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/demand on or before 12 months from the date of expiry mentioned in (clause b) above (date of expiry of claim period). Unless a suit or action to enforce the claim under this Bank Guarantee made on or before date of expiry of claim period, all your rights under this Bank Guarantee shall be extinguished and we shall have been relieved and discharged from all liabilities thereunder irrespective of return of original Bank Guarantee.

This guarantee shall be valid until 31/12/2025 and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

M/s KGL Infrastructure

By Program Manager

Particulars

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