

सत्यमेव जयते



IN-UK92474727858688V

INDIA NON JUDICIAL

Government of Uttarakhand

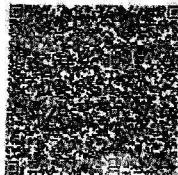
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Unique Doc. Reference
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Description of Document
Property Description
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First Party
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 : 13-Dec-2023 12:52 PM
 : NONACC (SV) UK1201304/ DEHRADUN/ UK-DH
 : SUBIN UKUK120130491537507957191V
 : INDIAN BANK NIMBUWALA DEHRADUN
 : Article Miscellaneous
 : N A
 : 0
 : (Zero)
 : INDIAN BANK NIMBUWALA DEHRADUN
 : N A
 : INDIAN BANK NIMBUWALA DEHRADUN
 : 100
 : (One Hundred only)

सत्यमेव जयते



Please write or type below this line : IN-UK92474727858688V

This stamp paper is part and Parcel of Bank
 Guarantee No. 0739824 IPG 000011 dated 06/04/2024
 valid upto 31/12/2025.

Kalpana Saini (BM)

Anuja Rawat - (ABM)



Chiranjeevi
35692

M/s KGL Infrastructures
Statutory Alert:

- The authenticity of this Stamp Certificate should be verified at www.checkstampcard.com or using e-Stamp-Mobile App of Stock Holding.
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(191)

By Program Manager

INDIAN BANK NIMBUWALA DEHRADUN INDIAN BANK NIMBUWALA DEHRADUN INDIAN BANK

Name of Bank: Indian Bank Dehradun Nimbuwala

Address : 35 Nimbuwala Road Garhi Cantt Dehradun Uttrakhand 248001

Date: 06/04/2024

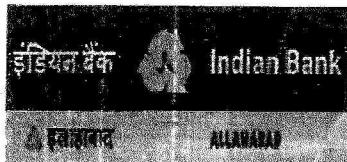
Daihul
Indian Bank
Nimbuwala
Dehradun
Uttarakhand
248001

M/s KGL Infrastructures

86 Partner

By Program Manager

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Address: 35, Nimbuwala Road Garhi Cantt

Dehradun Uttrakhand 248003

Email Id: N599@indianbank.co.in

Landline No: 0135-2550950

Performance Security- Bank Guarantee

[including Additional Performance Security for unbalanced bids]

Performance Guarantee No: 0739824IPG000011

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

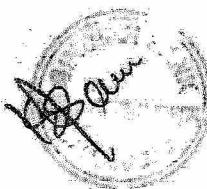
WHEREAS M/s KGL INFRASTRUCTURES, 33-A , Aam Bagh Garhi Cantt Dehradun

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.33,90,000/- Thirty Three Lakhs Ninety 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.33,90,000/- [amount of guarantee]** as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.



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.
2. 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.
3. 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.
4. 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
5. 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

M/s KGL Infrastructures

By Program Manager

Parint



Chiranjeevi

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.

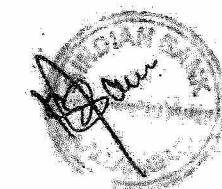
6. We, Indian Bank, further agree with the Contractor that the Program Director, Project Management Unit, U-PREPARE, Dehradun shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement 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.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
8. 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.
9. Notwithstanding anything contained hereinabove:
 - a) Our liability under this Bank guarantee shall not exceed **Rs.33,90,000/- (Rupees Thirty Three Lakhs Ninety 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.

M/s KGL Infrastructures

R Panter

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Dilip

By Program Manager



A handwritten signature in black ink, appearing to read "Ajay".

Signature and seal of the guarantor

Name of Bank: Indian Bank Dehradun Nimbuwala Branch

Address: 35, Nimbuwala Road Garhi Cantt Dehradun 248001

Date: 06/04/2024

M/s KBL Infrastructures
Partner

Dy Program Manager

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