



STATE BANK OF INDIA
BRANCH PURUOLA (03293)
DISTT: UTTARKASHI- 249185
EMAIL : sbi.03293@sbi.co.in

Performance Security

Performance Guarantee No.: 0329324BG0000011

Issue Date: 16/04/2024

To,

The Program Director,

Project Implementation Unit (Road & Bridge),

Uttarakhand Green, Resilient & Inclusive Development Project (UGRIDP)/U-PREPARE.

(Fourth Floor, DDPM Tower, Near Kargi Chowk, Haridwar Bypass Road, Dehradun - 248171)


Phone No. (O) & (F) -

E-MAIL: - pwd.wb.uk@gmail.com

WHEREAS:

- A. M/s TONS BUILDER'S, Purola, Uttarkashi (hereinafter called the "Contractor") and PIU(R&B), WB, UGRIDP/U-PREPARE 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 (hereinafter called the "Agreement") for the Construction of 84 M Motor Bridge over Kotigaad in Km-01 of Tikochi-Duchanu-Kiranu-Sirtoli Motor Road in District Uttarkashi, (Package No. 24/BR/RFB-EPC/UGRIDP/2023) 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 {Construction Period/ Defects Liability Period and Maintenance Period; (as defined in the Agreement) in a sum of Rs. 65,10,000.00 (Rupees Sixty Five Lakh Ten Thousand Only) (the "Guarantee Amount").
- C. We, M/s TONS BUILDER'S, through our branch at State Bank of India, Purola Uttarkashi (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Performance Security.

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

 The Bank hereby unconditionally and irrevocably guarantees the due and faithful

**M/s TONS BUILDER'S
PUROLA, UTTARKASHI
(U.K.)**



By  Program Manager



performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period: 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 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.
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 Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, 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

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**M/s TONS BUILDER'S
PUROLA, UTTARKASHI
(U.K.)**



Dy Program Manager

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security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, 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 **15/12/2027**. 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.
- Signed and sealed this **16th** day of **April, 2024** at **Purola, Uttarkashi**.

Notwithstanding anything to the contrary contained herein.

- i. *Our liability under this Guarantee shall not exceed Rs6510000/-*
- ii. *This Bank Guarantee shall be valid up to 15/12/2027. (being the date of expiry of the Guarantee)*
- iii. *The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before 15/12/2027 (being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG as per clause. i above)*

SIGNED, SEALED AND DELIVERED For and on behalf of the Bank by:


M/s TONS BUILDER'S
PUROLA, UTTARKASHI
(U.K.)


Dy Program Manager



STATE BANK OF INDIA
PUROLA BRANCH
PUROLA
PUROLA

Tel No. :
Fax No. :
SWIFT No. :
PIN Code : 249185

16-04-2024

To,
The Program Director, UGRIDP
Fourth Floor, DDPM Tower, Near Kargi Chowk, Haridwar Bypass Road, Dehradun - 248171

DEAR SIR(S),

Guarantee Number	: 0329324BG0000011
Date of Issue	: 16-04-2024
Guarantee Amount	: INR 6,510,000.00
Date of Expiry	: 15-12-2027
Date of Claim	: 15-12-2027
Applicant Name	: TONS BUILDERS
E Stamp Certificate No.	:
E Stamp Issuance Date & Time	:
State of Execution	:
Stamp Duty Type/Article No.	:
Bank Guarantee Amount	: INR 6,510,000.00
Amount of Stamp duty Paid	: 0.00
Issuing Bank Branch	:
Bank Guarantee Beneficiary	: The Program Director, UGRIDP

We confirm having Issued / Extended the captioned Bank Guarantee in your favour on behalf of our above named Constituent and the same signed by the officers of the Bank.

YOURS FAITHFULLY

AUTHORISED SIGNATORY - 1

*AUTHORISED SIGNATORY - 2
(*2nd signatory required, if BG is for Rs. 50000/- and above)

The beneficiaries are advised in their own interest to verify the genuineness of the Guarantee with the BG issuing Branch and also verify that Bank Guarantee for Rs.50000/- (Rupees Fifty Thousand Only) & above is signed by two authorized officials of the Bank.

Apr 17, 2024 12:15 PM

M/s TONS BUILDER'S
PUROLA, UTTARKASHI
(U.K.)

Dy Program Manager

PLEASE CONTACT BRANCH FOR eTradeSBI FACILITY-INTERNET ACCESS TO TRADE FINANCE



Apr 17, 2024 12:15 PM


M/s TONS BUILDER'S
PUROLA, UTTARKASHI
(U.K.)


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सत्यमेव जयते



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INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK16599932785248W
Certificate Issued Date : 16-Apr-2024 09:30 PM
Account Reference : CSCACC (GV)/ ukcsceg07/ UK-UTAMI0037/ UK-UT
Unique Doc. Reference : SUBIN-UKUKCSCEG0739953847942965W
Purchased by : TONS BUILDERS
Description of Document : Article Miscellaneous
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : SBI
Second Party : THE PROGRAM DIRECTOR UGRIDP
Stamp Duty Paid By : SBI
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

This Stamp Paper forms part of Document

executed by B.G. SBI Purola
(Rupees)

at State Bank of India, Purola
Uttarkashi on 16/04/2024

M/s TONS BUILDER'S
PUROLA, UTTARKASHI
(U.K.)

Dy Program Manager

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भारतीय स्टेट बैंक
State Bank of India

भारतीय स्टेट बैंक/SBI
Puraula Branch (03293)

7 - JUN 2024

क्रमांक / No

दिनांक / Date

AMENDMENT

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

Subject: Regarding Amendment in Bank Guarantee.

Performance Guarantee No. : 0329324BG0000011

Issue Date : 16/04/2024

Amount : Rs. 65,10,000/-

The above mentioned Bank Guarantee is issued by us and was made in favour of Program Director, Project Implementation Unit (Road & Bridge) from now on it is read as in favour of Program Director, Project Management Unit, U-PREPARE, Dehradun.

This Amendment is in the form of Original Bank Guarantee and rest of the conditions will remain the same as per the original Bank Guarantee.

Signature of the Guarantor :



AB-2231

Name of Bank : STATE BANK OF INDIA, PUROLA, UTTARKASHI (U.K.)

Address : PUROLA, UTTARKASHI (U.K.)

Email : sbi.03293@sbi.co.in

Date : 7 - JUN 2024


M/s TONS BUILDER'S
PUROLA, UTTARKASHI
(U.K.)


Dy Program Manager