



सत्यमेव जयते

INDIA NON JUDICIAL

IN-UK14606664328443W

~~केशव दत्त बिल्ल
गम्य बैल लोहाघाट~~

Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK1460664328443W
Certificate Issued Date	: 02-Apr-2024 04:20 PM
Account Reference	: NONACC (SV)/ uk1240304/ LOGHAGHAT/ UK-CP
Unique Doc. Reference	: SUBIN-UKUK124030435954369328495W
Purchased by	: STATE BANK OF INDIA
Description of Document	: Article 12(A) Bank Guarantee
Property Description	: FOR BANK GUARANTEE
Consideration Price (Rs.)	: 0 (Zero)
First Party	: STATE BANK OF INDIA
Second Party	: prog dir project mgt unit,u prepare dehradun
Stamp Duty Paid By	: STATE BANK OF INDIA
Stamp Duty Amount(Rs.)	: 10,000 (Ten Thousand only)



Please write or type below this line

This stamp paper is part & parcel of Bank Guarantee No.
0070024 BG 00000 18 Period 17/04/2021 to 15/12/2027
Beneficiary Name: Program Director PMU, U Prepare
Applicant name: M/s Laxmi Datt Birlawal.

कहरो भारतोय स्टेट बैंक

Mewar शास्त्र प्रदर्शन
राजस्थान बाट (चमावत)-02569

Awanish Kumar Pandey
CC No : P11954

SS No.: 110

0003309217

Dy Program Manager

Chat Alert

Statutory Alert: The authenticity of this Stamp certificate should be verified at www.eStamping.com or using eStamp Mobile App of Sankalp Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.



(2)

STATE BANK OF INDIA
PITHORAGARH
SILTHAM DIST PITHORAGARH
PITHORAGARH

Tel No. :
Fax No. :
SWIFT No. :
PIN Code : 262501

Bank Guarantee

Guarantee Number : 0070024BG0000018

Date of Issue : 17-04-2024

Guarantee Amount : INR 6,250,000.00

Expiry Date : 15-12-2027

Date of Claim : 15-12-2027

Applicant Name : M/S LAXMI DATT BINWAL

Beneficiary Name : Program Director, PMU, U-PREPARE

Form of Undertaking : DGAR - Demand Guarantee

Applicable Rule : ISPR

Expiry Type : FIXED - Fixed Expiry

This Deed of guarantee executed by the State Bank of India, constituted under the State Bank of India Act, 1955 having its Central Office at Nariman Point, Mumbai and amongst other places, a branch at PITHORAGARH, SILTHAM DIST PITHORAGARH, PITHORAGARH. (hereinafter referred to as 'the Bank') in favour of Program Director, PMU, U-PREPARE. (hereinafter referred to as 'the Beneficiary') of an amount not exceeding INR 6250000 (Sixty Two Lakh Fifty Thousand Rupees Only) at the request of M/S LAXMI DATT BINWAL (hereinafter referred to as 'the Contractor/s').

३० अगस्त भारतीय स्टेट बैंक

शास्त्रीय प्रबन्धक
पठानकोटी राजधानी (लखनऊ)-226009

17-04-2024

M/1771

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अवधिकारी कार्यालय प्रबन्धक
Anup Singh
SS No. P11954
Kumar Pandey
0070024BG0000018



Dy Program Manager

(556)

Bank Guarantee No:0070024B60000018

Project Director,
Project Management Unit, U-Prepare
Fourth Floor, DDPM Tower, Near Kargi Chowk,
Haridwar Bypass Road, Dehradun-248001

WHEREAS:

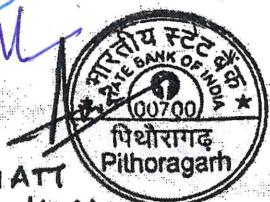
M/s Laxmi Datt Binwal (Near PWD Campus, Lohaghat, District Champawat, Uttarakhand) (hereinafter called the "Contractor") and PIU(R&B), WB, UGRIDP/U-PREPARE having its principal office at Fourth Floor, DDPM Tower, Near Kargi Chowk, Haridwar Bypass Road, Dehradun - 248171(hereinafter called the "Authority") have entered into an agreement (hereinafter called the "Agreement") for the Construction of 105 m span intermediate lane motor bridge over saryu river in Bankot Badigiri Sapteshwar Motor road in district Pithoragarh, Uttarakhand State on Engineering, Procurement and Construction (the "EPC") basis, subject to and in accordance with the provisions of the Agreement.

- (A) 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 62,50,000/- .(Rupees Sixty Two Lac and Fifty thousand) (the "Guarantee Amount").
- (B) We, State Bank of India through our branch at Pithoragarh (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:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful 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 therein.

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



Amit BHATT
Deputy Manager

Dy Program Manager
(SSJ)

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Jeevan Chandra Patni



Chief Manager
SICCI

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, fulfillment 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 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 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.



AMIT BHATT
Deputy Manager
8471641



Dy Program Manager
(SS8)

JEEWAN CHANDRA PATNI
Chief Manager
5166411



0. 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.

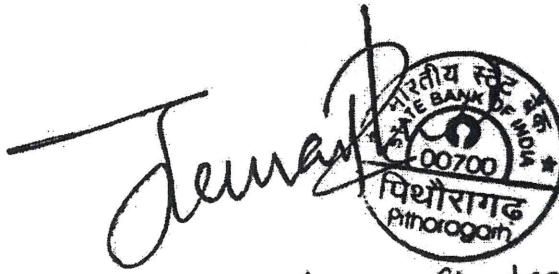
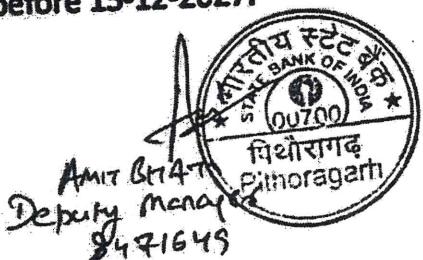
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

"Notwithstanding anything to the contrary contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs 62,50,000/- (Rupees Sixty Two Lac Fifty Thousand);

(b) This Bank Guarantee shall be valid up to 15-12-2027.

(c) We are liable to pay the guarantee amount only and only if we receive from you a written demand on or before 15-12-2027.



Signed and sealed this day of 20..... at

Jeewan Chandra Patni
Chief Manager
5166411

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



(65)



STATE BANK OF INDIA
PITHORAGARH
SILTHAM DIST
PITHORAGARH
PITHORAGARH

Tel No. :
Fax No. :
SWIFT No. :
PIN Code : 262501

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

17-04-2024

DEAR SIR(S),

Guarantee Number : 0070024BG0000018
Date of Issue : 17-04-2024
Guarantee Amount : INR 6,250,000.00
Date of Expiry : 15-12-2027
Date of Claim : 15-12-2027
Applicant Name : M/S LAXMI DATT BINWAL
E Stamp Certificate No. :
E Stamp Issuance Date & Time :
State of Execution :
Stamp Duty Type/Article No. :
Bank Guarantee Amount : INR 6,250,000.00
Amount of Stamp duty Paid : 0.00
Issuing Bank Branch :
Bank Guarantee Beneficiary : Program Director, PMU, U-PREPARE

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

१० कूरो भारतीय स्टेट बैंक
शास्त्रा लोहगढ़ (चम्पालल) - 02569
M. A. 771

१० कूरो भारतीय स्टेट बैंक
शास्त्रा लोहगढ़ (चम्पालल) - 02569
Awanish

*AUTHORISED SIGNATORY - 2 Awanish Kumar Pandey
(*2nd signatory required, if BG is for Rs. 50000/- ऊंटीनामोवे) 511954

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

Apr 17, 2024, 11:11 PM



Dy Program Manager

(566)

कृष्ण भारतीय स्टेट बैंक

the Bank.

~~Mr. Kumar Pandey
Branch Manager (Chennai)-02569
Mobile No.: 9911960658~~

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

कृष्ण भारतीय स्टेट बैंक

~~Mr. Kumar Pandey
Branch Manager (Chennai)-02569
Mobile No.: 9911960658~~

Kumar Pandey
Mobile No.: 9911960658



Apr 17, 2024 7:11 PM



Dy Program Manager

(581)

DSC