

STATE BANK OF INDIA CORPORATE ACCOUNTS GROUP, CHENNAI 3rd Floor Sigappi Achi

Building, Egmore, Chennai Tel No. Fax No. SWIFT No. PIN Code

044-28576133/28576123/28

SBININBB174

600 008

12-03-2020

THE CHIEF ENGINEER(K), BANGALORE WATER SUPPLY AND SEWERAGE BOARD, O/o THE CHIEF ENGINEER, CAUVERY BHAVAN, KG ROAD, BANGALORE 560009



Dear Sirs,

GUARANTEE NUMBER AMOUNT OF GUARANTEE **GUARANTEE COVER FROM**

LAST DATE FOR LODGEMENT OF CLAIM

0999920BG0000358

INR 70,000,000.00

12-03-2020 TO 31-12-2021

31-12-2022

THIS DEED OF GUARANTEE IS EXECUTED BY THE STATE BANK OF INDIA, CONSTITUTED UNDER THE STATE BANK OF INDIA ACT, 1955 HAVING THE CENTRAL OFFICE AT NARIMAN POINT, MUMBAI AND AMONGST OTHER PLACES. A BRANCH AT CORPORATE ACCOUNTS GROUP, CHENNAI HEREIN AFTER REFERRED TO AS 'THE BANK'). IN FAVOUR OF THE CHIEF ENGINEER(K), BANGALORE (HEREIN AFTER REFERRED TO AS 'BENEFICIARY') FOR AN AMOUNT NOT EXCEEDING INR 70,000,000.00

AT THE REQUEST OF LARSEN AND TOUBRO LIMITED AND THE GUARANTEE SHALL REMAIN IN FULL FORCE UPTO 31-12-2021 AND CANNOT BE INVOKED OTHERWISE THAN BY WRITTEN DEMAND OR CLAIM UNDER THIS GUARANTEE SERVED ON THE BANK ON OR BEFORE THE 31-12-2022

SUBJECT TO AS AFORESAID

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE, OUR LIABILITY UNDER THIS GUARANTEE IS RESTRICED TO INR 70,000,000.00

OUR GUARANTEE SHALL REMAIN IN FORCE UNTIL 31-12-2021. UNLESS A DEMAND OR CLAIM UNDER THE GUARANTEE IS MADE ON OUR BANK IN WRITING ON OR BEFORE 31-12-2022 ALL YOURS RIGHTS UNDER THE SAID GUARANTEE BE FORFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL LIABILITES THEREUNDER.

CAUTHORISED SIGNATORYVICES

CAG Branch, Chennai-600 008 S.K.P. KARTHEESWARAN, AK-2485

Mar 12, 2020 3:20 PM

For STATE BANK OFINDIA

AUTHORISED SIGNATORY CAG Branch, Chennai-600008

P. CHANCHAL C6155

ADVANCE PAYMENT SECURITY DEMAND GUARANTEE

Beneficiary:

The Chief Engineer (K)
Bangalore Water Supply and Sewerage Board (BWSSB),
Office of the Chief Engineer
5th Floor, Cauvery Bhavan, K G Road
Bangalore – 560009





Date: 12.03.2020

ADVANCE PAYMENT GUARANTEE NO.:0999920BG0000358

Guarantor: State Bank of India, CAG, 18/3 Rukmini Lakshmipathi Road, Sigapi Achi Building, Egmore, Chennai - 600 008

We have been informed that Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, Chennai 600 089 (hereinafter called "the Bidder") has entered into Contract/LOA No. BWSSB/CE(K)/ACE(K-1)/TA-11/AE-2/2280/2019-20 dated 12.12.2019 with the Beneficiary, for the execution of City Trunk Main along Eastern Route, CP-09 under JICA Loan ID-P266 (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum Rs.7,00,00,000/- (Rupees Seven Crore only) is to be made against an advance payment guarantee.

At the request of the Bidder, we as **State Bank of India, CAG, 18/3 Rukmini Lakshmipathi Road, Sigapi Achi Building, Egmore, Chennai - 600 008** and having its Corporate Centre at **Nariman Point, Mumbai** Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of **Rs.7,00,00,000/- (Rupees Seven Crore only)** upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Bidder:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Bidder has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Bidder on its account number (0007227027) at (CITI BANK, Anna Salai, Chennai)

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Bidder as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment or on the 31st day of December 2021, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before 31.12.2022.

This guarantee is subject to the Uniform Rules for Demand Guarantee (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is

3...Pages....

hereby excluded.

Chief Manager Crent Services CAG Branch, Chennal-600 008

E BANK OF INDIA

S.K.P. KARTHEESWARAN, AK-2485

For STATE BANK OFNIDIA

Deputy Manager CAG Branch, Chennai-600 008 P. CHANCHAL C6155

ADVANCE PAYMENT GUARANTEE NO.:0999920BG0000358

Date: 12.03.2020

Notwithstanding anything to the contrary contained herein:

- Our liability under this Guarantee shall not exceed Rs.7,00,00,000/- (Rupees Seven Crore only)
- ii. This Bank Guarantee shall be valid upto 31.12.2021.

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 31.12.2022.

For STATE BANK OF INDIA

Chief Manage - Lient Services CAG Branch, Chennai-600 008

S.K.P. KARTHEESWARAN, AK-2485

FOR STATE BANK OF INDIA

Deputy Manager CAG Branch, Chennai-600 008 P. CHANCHAL C6155



STATE BANK OF INDIA CORPORATE ACCOUNTS GROUP, CHENNAI 3rd Floor Sigappi Achi

Building, Egmore, Chennai Tel No. Fax No.

PIN Code

Fax No. : 044-28576133/28576123/28 SWIFT No. : SBININBB174

: SBININBB174 : 600 008

12-03-2020

THE CHIEF ENGINEER(K),BANGALORE WATER SUPPLY AND SEWERAGE BOARD, O/o THE CHIEF ENGINEER,CAUVERY BHAVAN,KG ROAD,BANGALORE-560009

Dear Sirs,

GUARANTEE NUMBER AMOUNT OF GUARANTEE

GUARANTEE COVER FROM

LAST DATE FOR LODGEMENT OF CLAIM

: 0999920BG0000359

INR 70,966,940.00

: 12-03-2020 TO 31-12-2021

31-12-2022

THIS DEED OF GUARANTEE IS EXECUTED BY THE STATE BANK OF INDIA, CONSTITUTED UNDER THE STATE BANK OF INDIA ACT, 1955 HAVING THE CENTRAL OFFICE AT NARIMAN POINT, MUMBAI AND AMONGST OTHER PLACES. A BRANCH AT CORPORATE ACCOUNTS GROUP, CHENNAI HEREIN AFTER REFERRED TO AS 'THE BANK').IN FAVOUR OF THE CHIEF ENGINEER(K),BANGALORE (HEREIN AFTER REFERRED TO AS 'BENEFICIARY') FOR AN AMOUNT NOT EXCEEDING INR 70,966,940.00

AT THE REQUEST OF LARSEN AND TOUBRO LIMITED AND THE GUARANTEE SHALL REMAIN IN FULL FORCE UPTO 31-12-2021 AND CANNOT BE INVOKED OTHERWISE THAN BY WRITTEN DEMAND OR CLAIM UNDER THIS GUARANTEE SERVED ON THE BANK ON OR BEFORE THE 31-12-2022

SUBJECT TO AS AFORESAID

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE, OUR LIABILITY UNDER THIS GUARANTEE IS RESTRICED TO $\,$ INR 70,966,940.00 $\,$

OUR GUARANTEE SHALL REMAIN IN FORCE UNTIL 31-12-2021. UNLESS A DEMAND OR CLAIM UNDER THE GUARANTEE IS MADE ON OUR BANK IN WRITING ON OR BEFORE 31-12-2022 ALL YOURS RIGHTS UNDER THE SAID GUARANTEE BE FORFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL LIABILITES THEREUNDER.

FOR STATE BANK OF INDIA

CAUTHORISED SIGNATORY 008

S.K.P. KARTHEESWARAN, AK-2485

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For STATE BANKOF INDIA

AUTHORISED SIGNATORY CAG Branch, Chennai-600 008 P. CHANCHAL C6155

Mar 12, 2020 3:21 PM

ADVANCE PAYMENT SECURITY DEMAND GUARANTEE

Beneficiary:

The Chief Engineer (K)
Bangalore Water Supply and Sewerage Board (BWSSB),
Office of the Chief Engineer
5th Floor, Cauvery Bhavan, K G Road
Bangalore – 560009





Date: 12.03.2020

ADVANCE PAYMENT GUARANTEE NO.:0999920BG0000359

Guarantor: State Bank of India, CAG, 18/3 Rukmini Lakshmipathi Road, Sigapi Achi Building, Egmore, Chennai - 600 008

We have been informed that Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, Chennai 600 089 (hereinafter called "the Bidder") has entered into Contract/LOA No. BWSSB/CE(K)/ACE(K-1)/TA-11/AE-2/2280/2019-20 dated 12.12.2019 with the Beneficiary, for the execution of City Trunk Main along Eastern Route, CP-09 under JICA Loan ID-P266 (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum Rs.7,09,66,940/- (Rupees Seven Crore Nine Lakhs Sixty Six Thousand Nine Hundred Forty only) is to be made against an advance payment guarantee.

At the request of the Bidder, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Rs. 7,09,66,940/-(RUPEES SEVEN CRORE NINE LAKHS SIXTY SIX THOUSAND NINE HUNDRED FORTY ONLY) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Bidder:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Bidder has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Bidder on its account number (0007227027) at (CITI BANK, Anna Salai, Chennai)

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Bidder as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment or on the 31st day of December 2021, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before 31.12.2022.

This guarantee is subject to the Uniform Rules for Demand Guarantee (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is

Forhereby excluded.

Chief Manage Glient Services CAG Branch, Chennai-600 008 S.K.P. KARTHEESWARAN, AK-2485 3 Pages 23

FOR STATE BANK OF INDIA

Deputy Manager CAG Branch, Chennai-600 008

ADVANCE PAYMENT GUARANTEE NO.:0999920BG0000359

Notwithstanding anything to the contrary contained herein:

- Our liability under this Guarantee shall not exceed Rs.7,09,66,940/- (Rupees Seven Crore Nine Lakhs Sixty Six Thousand Nine Hundred Forty only)
- ii. This Bank Guarantee shall be valid upto 31.12.2021.

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 31.12.2022.

For STATE BANK OF INDIA

Chief Manage Autont Services CAG Branch, Chennal-600 008

S.K.P. KARTHEESWARAN, AK-2485

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FOR STATE BANK OF INDIA

Date: 12.03.2020

Deputy Manager CAG Branch, Chennai-600008 P. CHANCHAL C6155



STATE BANK OF INDIA CORPORATE ACCOUNTS GROUP, CHENNAI 3rd Floor Sigappi Achi

Building, Egmore, Chennai Tel No. Fax No.

044-28576133/28576123/28

SWIFT No. : SBININBB174

PIN Code : 600 008

12-03-2020

THE CHIEF ENGINEER(K),BANGALORE WATER SUPPLY AND SEWERAGE BOARD, O/o THE CHIEF ENGINEER,CAUVERY BHAVAN,KG ROAD,BANGALORE-560009

Dear Sirs,

GUARANTEE NUMBER
AMOUNT OF GUARANTEE

GUARANTEE COVER FROM LAST DATE FOR LODGEMENT OF CLAIM 0999920BG0000360

INR 70,000,000.00

12-03-2020 TO 31-12-2021

: 31-12-2022

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FOR STATE BANK OF INDIA

Chief Manage Chart Services CAUTHORISED SIGNATORY 008

S.K.P. KARTHEESWARAN, AK-2485

3 Pages. /3.

FOR STATE BANK OF INDIA

AUTHORISED RIGHATORY
CAG Branch, Chennai-600008
P. CHANCHAL C6155

Mar 12, 2020 3:22 PM

ADVANCE PAYMENT SECURITY DEMAND GUARANTEE

Beneficiary:

The Chief Engineer (K) Bangalore Water Supply and Sewerage Board (BWSSB), Office of the Chief Engineer 5th Floor, Cauvery Bhavan, K G Road Bangalore - 560009





Date: 12.03.2020

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CAG Branch, Chennai-600 008 S.K.P. KARTHEESWARAN, AK-2485

CAG Branch, Chennai-600 008 P. CHANCHAL C6155

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For STATE BANK OF INDIA

Chief Manager Alem Services CAG Branch, Chennai-600 008 S.K.P. KARTHEESWARAN, AK-2485 This BG Contains

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For STATE BANK OF INDIA

Deput Manager CAG Branch, Chennai-600 008 P. CHANCHAL C6155