



हिमाचल प्रदेश HIMACHAL PRADESH

No. IN-HPRIDC-144266-CW-RFB/PKG-2

Dated:- July 16, 2020

Contract Agreement

THIS AGREEMENT made on the 16th day of July, 2020 between Himachal Pradesh Road and Other Infrastructure Development Corporation Limited (HPRIDC), New Himrus Building, Circular Road, Shimla 171001 For and On behalf of the Governor of Himachal Pradesh through Sh. Ajay Gupta, Chief Engineer-cum-Project Director, State Roads Project, HPRIDC, Nirman Bhawan, Nigam Vihar, Shimla-171002(H.P), who is authorized by Board resolution number 42.5 dated 30/07/2008 to sign the agreement on (hereinafter "the Employer") which expression, unless repugnant to the context or meaning thereof, shall include its successor(s) or permitted assigns of the one part, and M/s Ceigall India Limited, A-898, Tagore Nagar, Ludhiana-141001 represented by Mr. Janki Ram Gupta S/o Mr. Baisakhi Ram resident of House Number-1076, Sector-15, Panchkula, Panchkula, Haryana-134113 authorized signatory of the contractor vide special power of attorney dated July 14, 2020 and Board of Directors dated July 09, 2020 (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as Upgradation of Baddi-Sai Road in Solan District from 26/400 to 44/733 having total length of 18.330 Km. should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these works and the remedying of any defects therein, at a contract price of Rs. 95,87,07,000/- (Rupees Ninety Five Crore Eighty Seven Lakh and Seven Thousand] only.

ATTESTED

Vijay Kumar Saklam
Advocate cum Notary Public
Yash Bhawan, Vikas Nagar
Shimla (H.P.)



Chief Engineer-Cum-Project Director
State Roads Project, HP, PWD,
Nirman Bhawan, Nigam Vihar, Shimla-2

A1



19 JUL 2020

Sr. No. 19201 Dated 10/7/2020

Name CE

S/o, D/o, W/o

Address

Through

Purpose

10/7/2020
CE
Nirmal Bhawan Nigam
DR Sharma
Agent
100

GAJINDER GUPTA
Stamp Vendor (C.O. Office Shriya (H.P.))

10/7/2020



The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(i) This Agreement (**Four pages i.e. A-1 to A-4**)

(ii) the Letter of Acceptance issued vide the Employer letter no PW-SRP/RIDC/Procurement/HPSRTP/Civil Works/Pkg-2/BS/Vol-1 290 dated May 30, 2020 (**Three pages i.e. A-5 to A-7**)

(iii) The Contractor's letter of bid no. nil dated January 29, 2020 enclosed with Technical Bid (in the Hard Bound, Vol-I & Vol-II) Vol-I (**1 to 252 Total Two Hundred and Fifty Two pages (Machine Numbered)**) & Vol-II (**253 to 500 Total Two Hundred and Forty Eight pages (Machine Numbered)**), Request for Bid (RFB) Document No. IN-HPRIDC-144266-CW-RFB (**Total Two Hundred (including Annexure-A, Two page pages), Volume -2 PART 1 of RFB: Bidding Procedures Section IV : Bidding Forms (Financial Part) (Total Thirty Four Pages), Volume -3 PART 2 of RFB: Works Requirements Section VII Part- A & B : Technical Specification (Total One Hundred and Eighty Eight Pages) Part- C : MSIP & ESMP Requirements (One Hundred and Ninety Three Pages), Volume -4 PART- 2: Works Requirement Section -VII : Drawings (Total One Hundred and Ninety Nine Pages)** and PART 3 of RFB: Conditions of Contract General and Particular Conditions of Contract (**Page No. 113 to 184 of RFB Document**)

(iv) the addenda/corrigendum No.1 (**Two pages i.e. A-8 to A-9**)

(v) the Particular Conditions-Part-A & Part-B (Part of para 2 (iii) above)

(vi) the General Conditions of Contract, including appendix- (Part of para 2 (iii) above)

ATTESTED

Vijay Kumar Saklani
Advocate cum Notary Public
Yash Bhawan, Vikas Nagar
Shimla (H.P.)



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Chief Engineer-Cum-Project Director
State Roads Project, HP, PWD,
Nirman Bhawan, Nigam Vihar, Shimla-2

(vii) the Specification- Technical Specifications (Part A&B) and MSIP & ESMP requirements (Part of para 2 (iii) above)

(viii) the Drawings (Part of para 2 (iii) above)

(ix) Financial Bid letter No. nil dated February 02, 2020 with Priced bill of quantity (**Total Twenty Two Pages**)

(x) The Contractor letter no. CIL/HPRIDC/20/18620A dated June 18, 2020 carrying Performance Security And ESHS Performance security (**Total Seven Pages A-10 to A-16**)

(xi) Contractor's letter no. CIL/HPRIDC/09720/03 dated July 09, 2020 (**One page A-17**)

(xii) The contractor's Extract of Board Resolution dated July 09, 2020 authorizing Mr. Janki Ram Gupta S/o Mr. Baisakhi Ram resident of House Number-1076, Sector-15, Panchkula, Panchkula, Haryana-134113 and Special Power of Attorney dated July 14, 2020 for signing of Contract Agreement. (**Two pages A-18 to A-19**)

(xiii) Construction Program, Methodology, Quality Assurance Program, ESHS Management Strategies and Implementation Plans, and Code of Conduct (ESHs) (Part of para 2 (iii) above)


(xiv) any other document listed in the PCC as forming part of the Contract.

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

ATTACHED

Vijay Kumar Saklani
Advocate cum Notary Public
Yash Bhawan, Vikas Nagar
Shimla (H.P.)




Chief Engineer-Cum-Project Director
State Roads Project, HP, PWD,
Nirman Bhawan, Nigam Vihar, Shimla-2

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the accepted Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

Signed by:

for and on behalf of the Employer

Signed by:

for and on behalf the Contractor

(Er. Ajay Gupta)

Chief Engineer-cum-Project Director
State Roads Project, HP, PWD,
Nirman Bhawan, Nigam Vihar,
Shimla-171002(H.P)
Tel:+91-177-2627602,Fax: +91-177-
2620663E-mail: pdsrp-hp@nic.in

(Mr. Janki Ram Gupta)

Authorized Signatory
M/s Ceigall India Limited, A-898, Tagore
Nagar, Ludhiana-141001 Telephone/Fax
numbers : +91-161-4623666
E-mail Address: ceigall@ceigallindia.com

in the presence of:

Witness, Name, Signature, Address, Date

Hardeep Singh
16/7/2020

in the presence of:

Witness, Name, Signature, Address, Date

Rohin Gupta
#1076/15, Panchkula
Haryana

ATTESTED

Vijay Kumar Saklani
Associate cum Notary Public
Yash Bhawan, Vikas Nagar
Shimla (H.P.)

Identified by me
631423960213



one of the parties to the information
(the) day of July 20
at the district of
by Sh. Dharam Paul Sharma
Identified by Sh. [Signature]
who is personally known to me the
contents of the affidavit are duly read
and explained to the deponent, who
has declared the contents to be true
and correct affidavit is hereby attested
Notary

Chief Engineer-Cum-Project Director
State Roads Project, HP, PWD,
Nirman Bhawan, Nigam Vihar, Shimla

16/7/2020

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Through Fax/e-mail/Registered Post
Himachal Pradesh Road and Other Infrastructure Development Corporation Limited,
State Roads Project, Nirman Bhawan, Nigam Vihar, Shimla-171002
Fax: 0177-2620663; Tel: 0177-2620663/2627602

No. PW-SRP/RIDC/Procurement/ HPSRTP/Civil Works/Pkg-2/BS/Vol-1 290 Dated:-30-05-20

NOTIFICATION OF AWARD
Letter of Acceptance

To:

M/s Ceigall India Limited,
A-898, Tagore Nagar,
Ludhiana-141001,
Tele/Fax :- +91-161-4623666
e-mail:- indiaceigall@gmail.com

Subject: Upgradation of Baddi-Sai-Ramshahar road from km 26/400 to km 44/733
Notification of Award Contract No-IN-HPRIDC-144266-CW- RFB/PKG-2.

This is to notify you that your Bid dated January 29, 2020 for execution of the Upgradation of Baddi-Sai-Ramshahar road from km 26/400 to km 44/733 Contract No. IN-HPRIDC -144266-CW-RFB/PKG-2 for the Accepted Contract Amount of Rs. **95,87,07,000/- [Rupees Ninety Five Crore Eighty Seven Lakh and Seven Thousand]** only in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security, plus additional security for unbalanced bids in terms of ITB Clause 41, and ESHS Performance Security in the form detailed in ITB Clause 50 for amounts of Rs. **7,97,88,687/- [Rupees Seven Crore Ninety Seven Lakh Eighty Eight Thousand Six Hundred and Eighty Seven]** only , and Rs. **1,91,74,140/- [Rupees One Crore Ninety One Lakh Seventy Four Thousand One Hundred and Forty]** only specified therein, within 21 days of the receipt of this letter of acceptance, and visit this office to sign the contract, failing which action as stated in ITB Clause 50.2 will be taken in accordance with the Conditions of Contract. The securities shall be valid upto 28 days from the date of completion i.e. upto February 11, 2022 and shall be as per the Performance Security Form and the ESHS Performance Security Form, included in Section X -Contract Forms, of the bidding document.

We note that as per your bid, you do not intend to subcontract any component of work.

We have reviewed the construction methodology submitted by you alongwith the bid in response to ITB Clause 16 which will further be reviewed by Engineer (CSC) and will be commented upon thereafter. You are requested to submit the revised Program including ESHS requirements as per Clause 26 of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

Authorized Signature:-

Name and

Title of Signatory:-

Er. Ajay Gupta, Chief Engineer-cum-Project Director.



Page 1 of 2

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Chief Engineer-cum-Project Director
State Roads Project, HP, PWD,
Nirman Bhawan, Nigam Vihar, Shimla-2

Name of Agency:-

State Roads Transformation Project, Himachal Pradesh
Road and Other Infrastructure Development Corporation Limited,
Nirman Bhawan, Nigam Vihar, Shimla-171002 (H.P),
Facsimile +91-177-2620663, E-mail pdsrp-hp@nic.in

CONTRACTOR'S ACKNOWLEDGEMENT:

We hereby acknowledge receipt of this Letter of Acceptance of our bid dated January 29, 2020 for Upgradation of Baddi-Sai-Ramshahar road from km 26/400 to km 44/733 Contract No. IN-HPRIDC -144266-CW-RFB/PKG-2

Dated this..... Day of2020

Signature

Name of Signatory (Print)

In the capacity of

Duly authorised to sign for and on behalf of M/s Ceigall India Limited, A-898, Tagore Nagar, Ludhiana-141001 Tele/Fax :- +91-161-4623666 e-mail:- indiaceigall@gmail.com

Seal/Stamp of Company



Chief Engineer-Cum-Project Director
State Roads Project, MP, PWD,
Nirman Bhawan, Nigam Vihar, Shimla-2

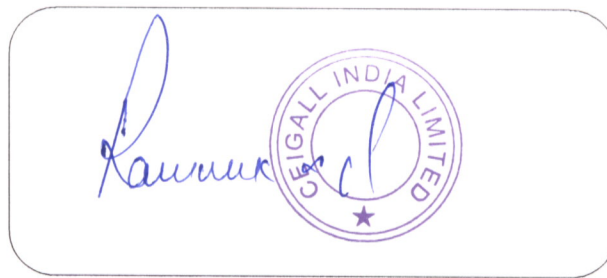
Name of Agency :- CEIGALL INDIA LIMITED

CONTRACTOR'S ACKNOWLEDGEMENT

We hereby receipt of this letter of Acceptance of our bid dated January 29, 2020 for Upgradation of Baddi-Sai-ramshaharroad drom Km 26/400 to km 44/773 Contact No. IN-HPRIDC-144266-CW-RFB/PKG-2.

Dated this 05th Day of June, 2020


Signature




Name of Signatory : Ramneek Sehgal

In the capacity of Managing Director

Duly authorized to sign for and on behalf of M/s Ceigall India limited, A- 898, Tagore Nagar Ludhiana-141001, PUNJAB Tele/Fax:- +91-161-4623666 email:- ceigall@ceigallindia.com




Chief Engineer-Cum-Project Director
State Roads Project, HP, PWD,
Nirman Bhawan, Nigam Vihar, Shimla



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Corrigendum/ Addendum-1 for Package 2 –Upgradation of Baddi – Sai – Ramshahar Road in Solan District from Km 26/400 to Km 44/733


Sr. No.	RFP part/ Description	Clause/ Reference/Page/ Form No.	Existing Clause/Reference	To be Read as
1.	E- Procurement Notice	Page 8 of RFP	Telephone number +91-0117-2627602 Facsimile number: +91-0117-2620663,	Telephone number +91-177-2627602 Facsimile number: +91-177-2620663,
2.	Section II: Instructions to Consultants-Bid Data Sheet	ITB 7.4 – Page 38 of RFP	A Pre-Bid meeting shall take place. Date: January 09, 2020 Time: 11:00 hrs (IST)	A Pre-Bid meeting shall take place. Date: January 10, 2020 Time: 14:30 hrs (IST)
3.	Section II: Instructions to Consultants-Bid Data Sheet	ITB 7.5 – Page 16 of RFP	The Bidder is requested, to submit any questions only through the e-procurement portal, not later than one week before the meeting. Clarifications requested through any other mode shall not be considered by the Employer.	Replace entire Clause at page 38 of RFP Section II - BDS The Bidder is requested, to submit any questions only through the e-mail ID pdsrp-hp@nic.in , on or before pre-bid meeting date. Further bidder is allowed to submit any queries on the pre-bid meeting date as well.
4.	Section II: Instructions to Consultants-Bid Data Sheet	ITB 7.6 – Page 17 of RFP	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded online on e-procurement system	Replace Clause - First sentence at page 38 of RFP Section II - BDS Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded on http://himachalservices.nic.in/hpride/HPSRTP.html and also sent through e-mail id if it is made available to the Employer.



				Employer.
5.	Section II: Instructions to Consultants- Bid Data Sheet	ITB 8.2 Page 17 of RFP	The addenda will appear on the e-procurement system under "Latest Corrigendum",	<p>Replace Clause –Second sentence first half at page 38 of RFP Section II – BDS</p> <p>The addenda will be uploaded on the e-procurement system under "Latest Corrigendum", and on official website of HPRIDC under http://himachalservices.nic.in/hpride/HPSRTP.html</p>


 Chief Engineer-cum-Project Director,
 State Roads Project, HPRIDC,
 Nirman Bhawan, Shimla-171002




 Chief Engineer-cum-Project Director
 State Roads Project, HP, PWD,
 Nirman Bhawan, Nigam Vihar, Shimla-2



CEIGALL INDIA LIMITED

An ISO : 9001-2008 Certified Company

Office: A-898, Tagore Nagar, Ludhiana. 141001

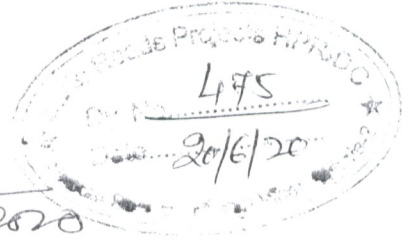
Telefax: +91-161-4623666

E-mail : ceigall@ceigallindia.com

SR
CO
SB
CE/P
19/06/2020

AS (P) J.E (P) 1

J.E (P) 1
J.E (P) 2
Sharma
20.06.2020



Chief Engineer-cum-Project Director,
State Road Project, HPRIDC,
Nirman Bhawan, Nigam Vihar,
Shimla - 171002, Himachal Pradesh (INDIA).

No. CIL/HPRIDC/20/18620A

Date:- 18th June, 2020

Sub:- " Upgradation Of Baddi-Sai-Ramshahar Road From Km 26/400 To Km 44/733."

Dear Sir,

With reference to the your Letter No. PW-SRP/RIDC/Procurement/HPSRTP/Civil Works/
Pkg-2/BS/Vol-1290 dated 30-05-2020, we are submitting herewith the Performance Security and
ESHS Performance Security in form detailed in ITB clause 50 for amounting to Rs. 7,97,88,687 and
Rs. 1,91,74,140. The detail is as under:-

Sr. No.	BG No.	Amount	Issued date	Valid Upto	Remarks
1	00420100000494	Rs. 7,97,88,687.00	18-06-2020	07-01-2022	
2	00420100000493	RS. 1,91,74,140.00	18-06-2020	07-01-2022	

Please receive the same.

Thanks & Regards

For Ceigall India Limited



Authorized Signatory

Encl. as above



Chief Engineer-Cum-Project Director
State Roads Project, HP, PWD,
Nirman Bhawan, Nigam Vihar, Shimla-2



AXIS BANK LIMITED

AXIS BANK LIMITED
Mini Credit Management Centre-LUDHIANA
LUDHIANA [PB]
AG 01 TO 11, LOWER GROUND FLOOR,
THE BOULEVARD,
LUDHIANA-141001

Ref. No :00420100000494
Date:18-06-2020

To,

CHIEF ENGINEER,HIMACHAL PRADESH ROAD AND OTHER INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED,
STATE ROAD PROJECT, NIRMAL BHAWAN,
NIGAM VIHAR, SHIMLA -171002

Dear Sirs,

BG No.	: 00420100000494
Date of Issue	: 18-06-2020
Amount of BG	: Rs. 7,97,88,687.00 (RUPEES SEVEN CRORES NINETY SEVEN LAKHS EIGHTY EIGHT THOUSAND SIX HUNDRED EIGHTY SEVEN ONLY)
Expiry Date	: 07-01-2022
Claim Expiry Date	: 07-01-2023
Name and Address of the Applicant	: MS. CEIGALL INDIA LTD : A 898 TAGORE NAGAR :

We forward herewith the above Inland Bank Guarantee in original issued by us in your favour.

2. The above Guarantee is issued subject to the condition that the Bank's liability is restricted to the amount mentioned above and in the said Guarantee. Our Guarantee shall remain in force till the expiry date. Unless a demand or claim under the guarantee is made on the Bank in writing and delivered to the bank on or before the Expiry date/Claim Expiry Date, the Bank shall be discharged from all liability under the said guarantee thereafter.

Please Note:

3. The beneficiary in their own interest should verify the genuineness of this guarantee from following office of the Bank in writing.

AXIS BANK LIMITED
BG Confirmation Desk, Transaction Banking Operations
5th floor, Gigaplex, Building No 1, Plot No I.T.5,
MIDC, Airoli Knowledge Park, Airoli,
Navi Mumbai 400708 (Tel/Fax: 022-71315803)

4. BG confirmation can also be sought by sending email to ibg.confirmation@axisbank.com.

FOR AXIS BANK LIMITED

AUTHORISED SIGNATORY
NAME:
SS No.

Divakaran Singh
Branch Head
S. No. 1431
Axis Bank Ltd.
Mall Road, Ludhiana

FOR AXIS BANK LIMITED

AUTHORISED SIGNATORY
NAME:
SS No.



Encl: Bank Guarantee Number 00420100000494

<http://10.9.104.45:8180/teprint/bgcoveringResult.jsp>




Chief Engineer-Cum Project Director
State Road Project, HP, PWD, 6/18/2020
Nirman Bhawan, Nigam Vihar, Shimla-2

[A-11]



पंजाब PUNJAB

AH 053112


Chief Engineer-Cum-Project Director
State Roads Project, HP, PWD,
Nirman Bhawan, Nigam Vihar, Shimla-2

Bank Guarantee No.00420100000494 Dated 18th June 2020
Performance Security

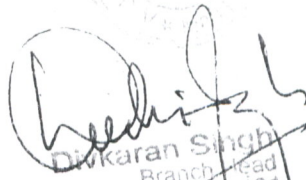
To,
Chief Engineer,
Himachal Pradesh Road and Other Infrastructure Development Corporation Limited,
State Road Project, Nirman Bhawan,
Nigam Vihar, Shimla -171002

Mangal
12/2/20



Page 1 of 2

Chang


Divakaran Singh
Branch Head
SS. No. 4431
Axis Bank Ltd.
Mall Road, Ludhiana

[A-12]

ESHS Performance Guarantee No.: 00420100000494
Date: 18th June 2020

WHEREAS CEIGALL INDIA LIMITED, A-898, Tagore Nagar, Civil Lines, Ludhiana, Punjab, 141001 (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. PW-SRP/RIDC/Procurement/HPSRTP/Civil Works/Pkg-2/BS/Vol-1 290 dated 30/05/2020 to execute UPGRADATION OF BADDI – SAI – RAMSHAHAH ROAD IN SOLAN DISTRICT FROM KM 26/400 TO KM 44/733 (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, Axis Bank Limited, a Company incorporated within the meaning of the Companies Act, 2013, carrying on its business under the Banking Regulation Act, 1949 and having Registered Office at Trishul, 3rd Floor, opposite Samartheshwar Temple, Law Garden, Ellis Bridge Ahmedabad – 380 006 and having one of its branches at AG 01 TO 11, LOWER GROUND FLOOR, THE BOULEVARD, MALL ROAD, LUDHIANA-141001, (Hereinafter referred to as "the Bank/ the Guarantor" which expression shall unless, repugnant to the context or meaning thereof, include its administrators, successors and assigns) hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of **Rs.7,97,88,687/-(Rupees Seven Crore Ninety Seven Lakhs Eighty Eight Thousand Six Hundred Eighty Seven Only)**, such sum being payable in the types and proportions of currencies in which the Contract Price is payable i.e. INR, 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.7,97,88,687/-(Rupees Seven Crore Ninety Seven Lakhs Eighty Eight Thousand Six Hundred Eighty Seven Only)** as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said amount 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 thereunder 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.

This guarantee shall be valid until **07-01-2022** (Expiry Date) with additional claim period of 1 year i.e. up to **07-01-2023** (Claim Expiry Date) and any demand for payment under it must be received by us at this office on or before that date.

Date: 18th June 2020
Place: Ludhiana

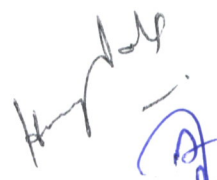


Page 2 of 2

May 4
2022




Divakaran Singh
Branch Head
SS. No. 4431
Axis Bank Ltd.
Mall Road, Ludhiana


Officer Engineer Cum Project Director
State Roads Project, MP, PWD,
Nirman Bhawan, Nigam Vihar, Ghanta-2

[A-13]



AXIS BANK LIMITED

AXIS BANK LIMITED
Mini Credit Management Centre-LUDHIANA
LUDHIANA [PB]
AG 01 TO 11, LOWER GROUND FLOOR,
THE BOULEVARD,
LUDHIANA-141001

Ref. No :00420100000493
Date:18-06-2020

To,

CHIEF ENGINEER, HIMACHAL PRADESH ROAD AND OTHER INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED,
STATE ROAD PROJECT, NIRMAN BHAWAN,
NIGAM VIHAR, SHIMLA -171002

Dear Sirs,

BG No.	: 00420100000493
Date of Issue	: 18-06-2020
Amount of BG	: Rs. 1,91,74,140.00 (RUPEES ONE CRORE NINETY ONE LAKHS SEVENTY FOUR THOUSAND ONE HUNDRED FORTY ONLY)
Expiry Date	: 07-01-2022
Claim Expiry Date	: 07-01-2023
Name and Address of the Applicant	: MS. CEIGALL INDIA LTD : A 898 TAGORE NAGAR

We forward herewith the above Inland Bank Guarantee in original issued by us in your favour.

2. The above Guarantee is issued subject to the condition that the Bank's liability is restricted to the amount mentioned above and in the said Guarantee. Our Guarantee shall remain in force till the expiry date. Unless a demand or claim under the guarantee is made on the Bank in writing and delivered to the bank on or before the Expiry date/Claim Expiry Date, the Bank shall be discharged from all liability under the said guarantee thereafter.

Please Note:

3. The beneficiary in their own interest should verify the genuineness of this guarantee from following office of the Bank in writing.

AXIS BANK LIMITED
BG Confirmation Desk, Transaction Banking Operations
5th floor, Gigaplex, Building No 1, Plot No I.T.5,
MIDC, Airoli Knowledge Park, Airoli,
Navi Mumbai 400708 (Tel/Fax: 022-71315803)

4. BG confirmation can also be sought by sending email to ibg.confirmation@axisbank.com.

FOR AXIS BANK LIMITED

AUTHORISED SIGNATORY

NAME:

SS No.

Divakaran Singh
Branch Head
SS. No. 4431

Encl: Bank Guarantee Number: 00420100000493



FOR AXIS BANK LIMITED

AUTHORISED SIGNATORY

NAME:

SS No.

Manoj Garg
12228
1763mm
7123



Chief Engineer-Cum-Project Director
State Roads Project, HP, PWD,
Nirman Bhawan, Nigam Vihar, Shimla-2

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6/18/2020

[A-14]

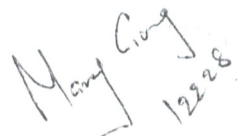


पंजाब PUNJAB

AH 053113


Chief Engineer-Cum-Project Director
State Roads Project, HP, PWD,
Nirman Bhawan, Nigam Vihar, Shimla-2

Bank Guarantee No.00420100000493 Dated 18th June 2020
Performance Security

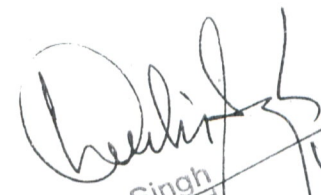

Manoj Singh
12228

To,
Chief Engineer,
Himachal Pradesh Road and Other Infrastructure Development Corporation Limited,
State Road Project, Nirman Bhawan,
Nigam Vihar, Shimla -171002



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Divakaran Singh
Branch Head
SS. No. 4431
Axis Bank Ltd.
Mail Road, Ludhiana
4431

ESHS Performance Guarantee No.: 00420100000493

Date: 18th June 2020

WHEREAS CEIGALL INDIA LIMITED, A-898, Tagore Nagar, Civil Lines, Ludhiana, Punjab, 141001 (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. PW-SRP/RIDC/Procurement/HPSRTP/Civil Works/Pkg-2/BS/Vol-1 290 dated 30/05/2020 to execute UPGRADATION OF BADDI – SAI – RAMSHAHAR ROAD IN SOLAN DISTRICT FROM KM 26/400 TO KM 44/733 (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 Environmental, Social, Health and/or Safety (ESHS) obligations in accordance with the Contract;

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

NOW THEREFORE we, Axis Bank Limited, a Company incorporated within the meaning of the Companies Act, 2013, carrying on its business under the Banking Regulation Act, 1949 and having Registered Office at Trishul, 3rd Floor, opposite Samartheshwar Temple, Law Garden, Ellis Bridge Ahmedabad – 380 006 and having one of its branches at AG 01 TO 11, LOWER GROUND FLOOR, THE BOULEVARD, MALL ROAD, LUDHIANA-141001, (Hereinafter referred to as "the Bank/ the Guarantor" which expression shall unless, repugnant to the context or meaning thereof, include its administrators, successors and assigns) hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of **Rs.1,91,74,140/- (Rupees One Crore Ninety One Lakh Seventy Four Thousand One Hundred Forty Only)**, such sum being payable in the types and proportions of currencies in which the Contract Price is payable i.e. INR, 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.1,91,74,140/- (Rupees One Crore Ninety One Lakh Seventy Four Thousand One Hundred Forty Only)** as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said amount 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 thereunder 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.

This guarantee shall be valid until **07-01-2022** (Expiry Date) with additional claim period of 1 year i.e. up to **07-01-2023** (Claim Expiry Date) and any demand for payment under it must be received by us at this office on or before that date.

Date: 18th June 2020

Place: Ludhiana



Page 2 of 2

[A-16]

Divakaran Singh
Branch Head
SS. No. 4431
Axis Bank Ltd.
Mall Road, Ludhiana

Chief Engineer-Cum Project Director
State Roads Project, HP, PWD,
Bhawan, Nigam Vihar, Shimla-2



CEIGALL INDIA LIMITED



An ISO : 9001-2008 Certified Company

Office: A-898, Tagore Nagar, Ludhiana. 141001
Telefax: +91-161-4623666
E-mail : ceigall@ceigallindia.com
CIN: U45201PB2002PTC025257

To:

Chief Engineer-cum-Project Director,
State Road Project, HPRIDC,
Nirman Bhawan, Nigam Vihar,
Shimla - 171002, Himachal Pradesh (INDIA).

No. CIL/HPRIDC/09720/03,
Dated: 9th July, 2020

Subject: "Upgradation of Baddi - Sai Road in Solan District from Km 26/400 to 44/733 having total Length of 18.330 Km (Contract No. IN-HPRIDC-144266-CW-RFB/PKG-2)" and "Upgradation of Dadhol – Ladhour Road in Bilaspur District from Km 0/000 to Km 13/500 having total Length of 13.500 Km (Contract No. IN-HPRIDC-144268-CW-RFB/PKG-3)".

Reference: Manpower and T&P/Machinery for the works

In context of above, it is submitted that we hereby undertake that our firm will be providing separate set of manpower and T&P/ Machinery for both of the subject cited works and we assure that both the above works allotted to us will be executed as independent projects.

Thanks & Regards

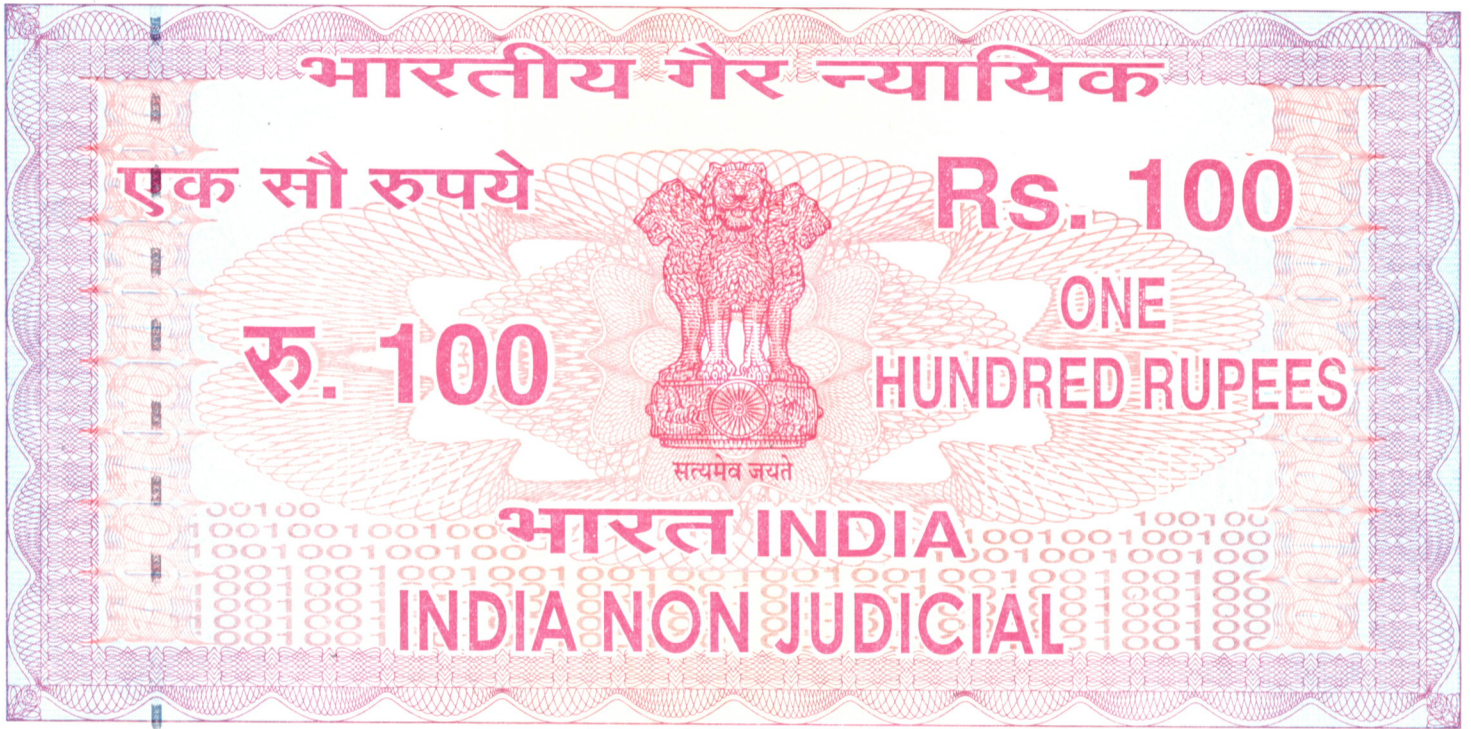
For Ceigall India Limited

Aman

Authorized Signatory



[Signature]
Chief Engineer-Cum-Project Director
State Roads Project, H.P. PWD,
Nirman Bhawan, Nigam Vihar, Shimla-2



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

SPECIAL POWER OF ATTORNEY

AH 991861

BY THIS SPEICAL POWER OF ATTORNEY, I Mr. Ramneek Sahgal Managing Director of M/s Ceigall India Ltd., A-898, Tagore Nagar, Ludhiana-141001, telephone/Fax numbers:-+91-161-4623666, E-mail Address: ceigall@ceigallindia.com, do hereby authorize Mr. Janki Ram Gupta S/O Mr. Baisakhi Ram resident of House Number-1076, Sector-15, Panchkula, Panchkula, Haryana-134113 as our representative for signing the contract agreement only under his signature on behalf of M/s Ceigall India Ltd. for the work "Upgradation of Baddi - Sai Road in Solan District from Km 26/400 to 44/733 having total Length of 18.330 Km (Contract No. IN-HPRIDC-144266-CW-RFB/PKG-2)".



Certified that the affidavit/SPA/GPA has been readover & explained to the deponent/ executant who seemed directly to understand the same at the time making thereof

(Signature of Attorney Holder)

For CEIGALL INDIA LIMITED

(EXECUTANT) Director

Ramneek Sahgal
(Managing Director)
A-898, Tagore Nagar,
Ludhiana-141001

Signature Attested

Notary Public
Distt. Courts, LDH.

11.4 JUL 2020



Chief Engineer-Cum-Project Director
State Roads Project, HP, PWD,
Nirman Bhawan, Nigam Vihar, Shimla-2

42-111X 12/7/2020

5302

12/7/2020

No. _____ Date _____ Amt. _____
SOHAN LAL SHARMA VENDER
Distt. Courts, Ludhiana L. No. 57 Valid upto 2022

