

बिहार सरकार
खान एवं भूतत्व विभाग

पत्रांक— 506 / एम0, पटना, दिनांक— 25/1/18

प्रेषक,

E-mail/Fax

सुशील कुमार,
सरकार के अवर सचिव।

सेवा में,

शाखा प्रबंधक,
एच0डी0एफ0सी0 बैंक लि0,
सेक्टर-15, पार्ट-11,
एस0सी0ओ0-9,
गुडगाँव-122001.

विषय:- बैंक गारंटी की राशि जब्त करने के संबंध में।

महाशय,

उपर्युक्त विषयक संबंध में निदेशानुसार कहना है कि M/S एम0एस0डी0 टेलीमेटिक्स प्रा0 लि0 की ओर से डाइरेक्टर, माइन्स एण्ड जियोलॉजी डिपार्टमेंट के पक्ष में आपके शाखा से निर्गत बैंक गारंटी सं0-003GT02173620001 दिनांक-28.12.17, राशि-15,00,000/- (पन्द्रह लाख) रू0 को प्रतिष्ठान द्वारा अनियमितता बरतने के कारण जब्त किया जाता है।

अतः अनुरोध है कि उक्त जब्त राशि 15,00,000/- (पन्द्रह लाख) रू0 को विभाग के कोटक महिन्द्रा बैंक, एकजीविशन रोड स्थित खाता (खाता सं0-5012069496, खाताधारक-Additional Secretary-cum-Director Mines, IFSC Code-KKBK0005652) में जमा करने का कष्ट किया जाय तथा एतद सूचना से विभाग को अवगत कराया जाय।
अनुलग्नक-BG की छायाप्रति।

विश्वासभाजन

सरकार के अवर सचिव

44
2/1/18

BANK GUARANTEE NO. 003GT02173620001 DATED 28-DEC-2017

To,
DIRECTOR, MINES & GEOLOGY DEPT.
GOVT. OF BIHAR, PATNA
VIKAS BHAWAN, BAILEY ROAD
PATNA, BIHAR

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S.O
4/1/18

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S.O
4/1/18

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4/1/18

WHEREAS

A. M/s MSD Telematics Private Limited with CIN 72200DL2011PTC226443, whose registered office is at E-43 First Floor Chattar Pur Ext, New Delhi - 110074, India and principal place of business is at D-33, Info City - 2, Sector - 33, Gurgaon, Haryana - 122001 (the "Applicant") is required to provide an unconditional and irrevocable bank guarantee for an amount equal to INR 15,00,000 (Rupees Fifteen Lakhs Only) as a performance security valid until three years from the date of this Bank Guarantee i.e 27-DEC-2020 ("Expiry Date").

B. The Performance Security is required to be provided to The Director Mines & Geology Deptt. Govt. of Bihar state for discharge of certain obligations under the notice no. M.M (B) 16/17 - 7540/M, Patna dated 14th December 2017 by the Director Mines & Geology Deptt. Govt. of Bihar (collectively the "Concession Document")

C. We, HDFC Bank Limited, having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (W), Mumbai and among others a branch office at SCO-9, Sector 15, Part-II, Gurgaon, Haryana. (the "Bank") at the request of the Applicant do hereby undertake to pay to the State an amount not exceeding INR 15,00,000 (Rupees Fifteen Lakhs only) ("Guarantee Amount") to secure the obligations of the Applicant under the Concession Document on demand from the State on the terms and conditions contained herein.

NOW THEREFORE the Bank hereby issues in favour of the State this irrevocable and unconditional payment bank guarantee ("Guarantee") on behalf of the Applicant in the Guarantee Amount.

1. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the State without any demur, reservation, caveat, protest or recourse, on receipt of first written demand from the state, a sum or sums (by way of one or more claims) not exceeding the Guarantee Amount in the aggregate without the state needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between the state and Applicant on any matter whatsoever. The Bank undertakes to pay to the state any money so demanded notwithstanding any dispute or disputes raised by the Applicant in any suit or proceeding pending before any court or tribunal relating thereto the Bank's liability under this present being absolute and unequivocal.

2. The Bank acknowledges that any such demand by the state of the amounts payable by the Bank to the state shall be final, binding and conclusive evidence in respect of the amount payable by Applicant to the state under the Concession Document.

3. The Bank hereby waives the necessity for the state from demanding the aforesaid amount or any part thereof from the Applicant and also waives any right that the Bank may have of first requiring the state to pursue its legal remedies against the Applicant, before presenting any written demand to the Bank for payment under this Guarantee.

4. The Bank further unconditionally agrees with the state that the state shall be at liberty, without the Bank consent and without affecting in any manner the Bank's obligation under this Guarantee from time to time to:

a. vary and/or modify and of the terms and conditions of the Concession Document;

b. extend and/or postpone the time for performance of the obligations of the Applicant under the Concession Document

c. for bear or enforce any of the rights exercisable by the state against the Applicant under the terms and conditions of the Concession Document, and the Bank shall not be relieved from its liability by reason of any act or omission on the part of the State or any indulgence by the State to the Applicant or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

Handwritten note:
20/01/18 or
27/01/18

निदेशक खान का कोषाध्यक्ष
प्राप्ति सं. एवं तिथि- 47/3/18-018

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11/1/18

For HDFC BANK LTD.

Handwritten signature of Rasik Chawla
Authorised Signatory
RASIK CHAWLA
MANAGER
(20341)



For HDFC BANK LTD.

Handwritten signature of Ashwani Kumar
Authorised Signatory
Name: ASHWANI KUMAR
Designation: Deputy Manager
Empf Code: A21309
POA: C19194



HDFC BANK LTD
Sec-15, Part-II, SCO-9
Gurgaon- 122001.

CIN: L65920MH1994PLC030618

Date 28/Dec/2017
Form Serial No. GTEE/ 394669

To,
DIRECTOR, MINES & GEOLOGY DEPT.,
GOVT. OF BIHAR, PATNA
VIKAS SHAWAN, BAILEY ROAD
PATNA, BIHAR

OUR REFERENCE : 003GT03171610001
DATE OF ISSUE : 28-DEC-2017
APPLICANT : MSD TELEMATICS PVT LTD
GUARANTEE AMOUNT : INR1,500,000.00
AMOUNT IN WORDS : RUPEES ONE MILLION FIVE HUNDRED THOUSAND ONLY
EXPIRY DATE : 27-DEC-2020
EXPIRY PLACE : GURGAON
CLAIM DATE : 27-DEC-2020

DEAR SIR,

PLEASE FIND ENCLOSED THE CAPTIONED GUARANTEE DUELY ISSUED BY US.

THIS GUARANTEE ATTACHED IS TO BE RETURNED TO US WITHIN 15 DAYS FROM THE DATE IT CEASES TO BE IN FORCE OR AS SOON AS THE PURPOSE FOR WHICH IT HAS BEEN ISSUED IS FULFILLED, WHICHEVER IS EARLIER.

WE CONFIRM THAT THE SIGNATORIES WHO HAVE SIGNED THE SUBJECT GUARANTEE EXTENSION AS STATED BELOW HAVE THE REQUISITE POWERS TO SIGN ON BEHALF OF THE BANK.

1. Mr./Ms. RASIK CHAWLA	2. Mr./Ms.	Name: ASHWANI KUMAR
Designation MANAGER	Designation	Designation: Deputy Manager
P.A. NO. C20341	P.A. NO.	Empl. Code: A21309
		POA: C19194

FURTHER CONFIRMATION OF THIS GUARANTEE IF DESIRED, SHOULD BE OBTAINED FROM THE ABOVE MENTIONED BRANCH.

THIS LETTER FORMS AN INTEGRAL PART OF THE GUARANTEE.

FOR HDFC BANK LTD

[Signature]
123488



Indian-Non Judicial Stamp
Haryana Government



Date : 08/12/2017

Certificate No : G0H2017L304
GRN No : 32008785



Stamp Duty Paid : ₹ 101
(Rs. Only)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name : Msd telematics private limited
H.No/Floor : 33 Sector/Ward : 33 LandMark : Hero honda chowk
City/Village : Gurugram District : Gurugram State : Haryana
Phone : 9210916375



Buyer / Second Party Detail

Name : Mines and geology department
H.No/Floor : 1 Sector/Ward : 1 LandMark : Vikas bhawan
City/Village : Vikas bhawan District : Patna State : Patna
Phone : 9210916375

Purpose : BANK GUARANTEE FOR BIHAR MINES

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

THIS NON JUDICIAL STAMP PAPER FORMS AN INTEGRAL PART OF BANK GUARANTEE NO. 003GT02173620001 DATED 28-DEC-2017 ISSUED IN FAVOUR OF DIRECTOR, MINES & GEOLOGY DEPT. GOVT. OF BIHAR, PATNA VIKAS BHAWAN, BAILEY ROAD PATNA, BIHAR FOR RS. 1,500,000.00 (RUPEES FIFTEEN LAKH ONLY) VALID UPTO 27-DEC-2020.

For HDFC BANK LTD.
Rasik Chauhan
Authorised Signatory
RASIK CHAULHA
MANAGER
C20341



For HDFC BANK LTD.
Ashwani Kumar
Authorised Signatory
Name : ASHWANI KUMAR
Designation : Deputy Manager
Empl. Code : A21309
POA : C19194

BANK GUARANTEE NO. 003GT02173620001 DATED 28-DEC-2017

5. The Bank agrees that State, at its option, shall be entitled to enforce this Guarantee against the Bank, as a principal debtor in the first instance without proceeding at the first instance against the Applicant.
6. The Bank further agrees that the guarantee herein contained shall remain in full force and effect during the period that specified in the Concession Document and that it shall continue to be enforceable till all the obligations of the Applicant under or by virtue of the said Concession Document with respect to the Performance Security have been fully paid and its claims satisfied or discharged or till the State Certificates that the terms and conditions of the Concession Document with respect to the Performance Security have been fully and properly carried out by the Applicant and accordingly discharges this guarantee. Notwithstanding anything contained herein, unless a demand or claim under this guarantee is made on the Bank in writing on or before the Expiry Date the Bank shall be discharged from all liability under this guarantee thereafter.
7. The payment so made by the Bank under this Guarantee shall be a valid discharge of Bank's liability for payment there under and the State shall have no claim against the Bank for making such payment.
8. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the Subject matter hereof shall be subject to the exclusive jurisdiction of courts at the State of Bihar.
9. The Bank has the power to issue this Guarantee in favour of the State. This Guarantee will not be discharged due to the change in the constitution of the Bank.
10. The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of the State in writing.
11. Notwithstanding anything contained herein.
- a. The liability of the bank under this bank guarantee shall not exceed the Guarantee Amount INR 15,00,000 (Rupees Fifteen Lakhs only) .
- b. This bank guarantee shall be valid up to the Expiry Date i.e 27-DEC-2020.
12. The Bank is liable to pay the guarantee amount or any part thereof under this guarantee only and only if the State serves upon the Bank a written claim or demand on or before the Expiry

003GT02173620001 DATED 28-DEC-2017 at Gurgaon For HDFC Bank Ltd	
Notwithstanding anything contained herein before (1) Our liability under this Bank Guarantee shall not exceed INR 15,00,000 (Rupees Fifteen Lakhs only) (2) This Bank Guarantee shall be valid up-to 27-DEC-2020 and (3) 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 or demand on or before 27-DEC-2020.	i. All Claims under this Guarantee shall be payable at gurugram.. ii This Guarantee Will be returned to us as soon as the purpose for which it is issued is fulfilled. iii The BG confirmation No.- GTEE/394669 an integral part of the BG No.003GT02173620001.


Dated the 28th day of December 2017

Page - 3/3
For HDFC BANK LTD.

Authorized Signatory
RASIK CHAWLA
MANAGER
(2034)



For HDFC BANK LTD.


Authorized Signatory

Name : ASHWANI KUMAR
Designation: Deputy Manager
Empl Code: A21309
POA: C19194