

BG Number BG202501091002E

Issuance Date 18-01-2025

To, INDIAN OIL CORPORATION LIMITED, Auckland Garden, Mumbai, 400010

In consideration of M/s Indian Oil Corporation Limited (hereinafter referred to as the "**Authority**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive, pursuant to the provisions of the relevant tender document, the Bid of **M/s ACME Limited** and having its registered office at Grant House, 2nd Floor, Uppal Hyderabad 500013 India (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for bidding of Electrical Cables pursuant to the Tender Document issued in respect of the Electric Cables (hereinafter collectively referred to as "**Tender Document**").

We **Impactsure Bank Limited**, a company incorporated and registered under the Companies Act 1956 and having its registered office at Impactsure Bank Limited, A-207, EBD Tower, Bhandup 400078 and a branch office at 56A, Hemanta Basu Lane, Kolkata-700001 ("**Bank**") at the request of the Bidder, do hereby in terms of the Tender Document, irrevocably, unconditionally and without reservations guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Document by the Bidder and unconditionally and irrevocably undertake to pay forthwith to the Nominated Authority an amount of Rs. 25,05,000 (Rupees Twenty Five Lakh and Fifty Thousand Only) (hereinafter referred to as the "**Guarantee**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

The bank undertakes not to revoke this guarantee except with the prior consent of the Indian Oil Ltd. in writing.

We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Tender Document.

This Guarantee shall be irrevocable and remain in full force till **31-12-2026** and claims can be lodged till **30th June 2028** or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

We, the Bank, hereby undertake to pay the Authority an amount against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any failure of the Licensee to extend the validity of the guarantee or give a fresh guarantee in lieu

of existing one in terms of the License Agreement, pay all the above mentioned fees, dues and charges or any part thereof within the periods stipulated in the License.

The Guarantee shall not be affected by any change in the constitution, winding up, liquidation, or dissolution of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

In order to give full effect to the guarantee herein contained the Authority shall be entitled to act as if the Bank are the principal debtors in respect of all claims against the Bidder hereby guaranteed by the Bank as aforesaid and the Bank hereby expressly waive all their rights of suretyship and other rights and defense pleas to which the Bank as Guarantor and/or the Seller may be entitled to.

Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by you to the bank either by post / speed post / courier / hand delivery or by e-mail. For delay in payment after claims expiry bank has to pay 18% interest.

We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

Notwithstanding anything contained herein above:

Our liability under this bank guarantee shall not exceed Rs. 25,05,000 (Rupees Twenty Five Lakh and Five Thousand Only). This bank guarantee shall remain valid until **31-12-2026**. 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 **30th June 2028**.

For Impactsure Bank Limited

For Impactsure Bank Limited

Authorized Signatory

Place:

Date:

Authorized Signatory

Place:

Date: