Phone No: Sold To/Issued For Whom/ID Pr

LAYMI NARAYANA TELANGARA



गरत INDIA



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BANK GUARANTEE FOR SECURITY DEPOSIT

To

M/s. HPCL Rajasthan Refinery Limited Tel Bhawan, Sahkar Marg, Lal Kothi Vistar, Jyoti Nagar

Jaipur-302 005, Rajasthan, India

BG No.: 0057 1 IGL 0020221

07.12.2021

BG Amount: INR 36,82,80,000/-

Expiry date: 05.12.2025 Claim expiry date: 05.01.2026

IN CONSIDERATION OF MESSRS. HPCL Raiasthan Refinery Limited, a Government of India Company registered under the Companies Act, 1956, having its registered office at Tel Bhawan, Sahkar Marg, Lal Kothi Vistar, Jyoti Nagar, Jaipur-302 005, Rajasthan, India (hereinafter called "the Corporation" which expression shall include its successor in business and assigns) having placed an order on Messers Megha Engineering and Infrastructures Limited, company registered under the Companies Act, 1956 having its Registered Office at S-2, Technocrat Industrial Estate, Balanagar, Hyderabad - 500 037, Telangana, India (hereinafter called "the supplier") (Which expression shall include executors, administrators and assigns) vide order No HRRL/LOA/2021/41, Date: 13.11.2021 (hereinafter called "the order" which expression shall include any amendments/ alterations to "the order" issued by "the Corporation") for the supply of goods to/execution of services for "EPCC-08 Package - LLDPE / HDPE (SWING) Unit & Associated Conveying and Bagging system for Rajasthan Refinery Project (RRP) of M/s. HRRL, Barmer, Rajasthan, India" the Corporation" and "the Corporation" having agreed:

- a) not to insist upon immediate payment of Security Deposit for the fulfilment and performance of the said order
- b) that "the supplier" shall furnish a security for the performance of "the supplier's" obligations and/or discharge of "the supplier's" liability in connection with the said "order"; and "the Corporation" having agreed with "the supplier" to accept Bank Guarantee for the security deposit.
- 1. We, Union Bank of India, having our registered / head office at # 239, Vidhan Bhawan, Nariman Point, Mumbai - 400 021 and one of its branches at Balanagar Branch, S-1, Technocrat Industrial Estate, Balanagar, Hyderabad - 500 037 (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) at the request and on behalf of "the supplier" hereby agree to pay to "the Corporation" without any demur on first demand an amount not exceeding INR.36,82,80,000/- (Indian Rupees thirty sixty crore eighty two lakh eighty thousand only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation" by reason of non-performance and fulfilment or for any breach on the part of "the supplier" of any of the terms and conditions of the said "order".

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Psainte. पी. सरिता/P. Saritha सहायक प्रबंधक / Asst. Manager Code: 718708 S-3928



For Union Bent of Inc. ऑफ हॉडिया Balanagar Branch वालानगर शासा/ * dahesh नहश्र/Males

Manager (Forest)

BG No.: 00571 IGL 00 2022)

Date: 02.12.2021

BG Amount: INR 36,82,80,000/-Expiry date: 05.12.2025 Claim expiry date: 05.01.2026

- 2. We, **Union Bank of India**, further agree that "the Corporation" shall be sole judge whether the said "Supplier" has failed to perform or fulfill the said "order" in terms thereof or committed breach of any terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in the favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Supplier" may be entitled to
- 3. We, **Union Bank of India**, further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank's" liability to pay and the amount demanded and "the Bank" undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Supplier" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
- 4. We, **Union Bank of India**, further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "order"/or to extend time of performance by "the Supplier" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Supplier" and to forbear to enforce any of the terms and conditions relating to "the order" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Supplier" or for any forbearance, act or ommission on the part of "the Corporation" or any indulgence by "the Corporation" to "the Supplier" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
- 5. However, it has been agreed between "the Supplier" and "the Corporation" Bank Guarantee for security deposit is Valid up to a period of 3 (Three) months beyond the expiry of the defects liability period as per the terms of the Order No. HRRL/LOA/2021/41, Date: 13.11.2021.
- 6. Notwithstanding anything contained herein above
- i. Our liability under this guarantee shall not exceed INR 36,82,80,000/- (Indian Rupees thirty sixty crore eighty two lakh eighty thousand only).
- ii. This Bank Guarantee shall be valid up to and including 05.12.2025 and
- iii. We are liable to pay the guarantee 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 the expiry of 30days from the date of expiry of this guarantee .i.e., **05.01.2026**

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पी. सरिता/P. Saritha सहायक प्रवंधक/Asst. Manager Code: 718708 S-3928

p. Savita



क्ते श्रीकाम क्षेत्र (For Union Ban आता प्रतिकार शासा / Balance स्थापन मिलाडु महेश/Maleer - अवन Manager (Fore

BG No.: 005712420202021

Date: 03.12.202/ BG Amount: INR 36,82,80,000/-Expiry date: 05.12.2025

Expiry date: **05.12.2025**Claim expiry date: **05.01.2026**

- 7. We, **Union Bank of India**, further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.
- 8. We, **Union Bank of India**, lastly agree that "the Bank"'s liability under this guarantee shall not be affected by any change in the constitution of "the Supplier".
- 9. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Supplier" and "the Bank" in this regard.

IN WITNESS WHEREOF the Bank has executed this document on this day of December 2021 at Hyderabad

For **Union Bank of India** (by its constituted attorney) (Signature of a person authorised to sign on behalf of "the Bank")*

पी. सरिता/P. Saritha सहायक प्रबंधक/Asst. Manager Code: 718708 S-3928



कृते यूनियन वैक्ष ऑफ इंडिया वालानगर शासा/ Balanagar Branch मलिइ महेश/Maleedu Mahesh Manager (Forex Dept.)

Note: The confirmation / genuineness of this Guarantee may be verified by the beneficiary in their own interest, by enclosing a Xerox copy of the guarantee from our controlling office. We request you to send letter / mail to below address for confirmation of Bank Guarantee issued by our branch.

Address of Controlling Office:

Union Bank of India, Central Office, 4th Floor, CP & MSME Department, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021.

Tel. No.: 022-22892211; E-mail id: ecc@unionbankofindia.com

Sfms Input : IFN 760 Guarantee Sender : UNION BANK OF INDIA

BALANAGAR

Message Details ******

Sequence of Total

:27:

1/1

Transaction Reference Number

00571IGL0020221

Further Identification

:23:

ISSUE

Date

:30:

20211207

:40C:

NONE

Details of Guarantee BG ISSUED :77C:

> Authorised Officer UNION BANK OF INDIA