



99196 1**09924**

ತಲಂಗಾಣ್ NOV 15 2021

ro zero zero zero five zero zero 1

Rs0000500 PB5293

NOME REPORTS

TELANGANA

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

To

M/s. Indian Oil Corporation Limited

Refineries Division: Scope Complex, Core-2 7

Institutional Area, Lodhi Road

New Delhi - 110 003

Dear Sir

BG No.: 1 3 0 3 9 2 1 BG 0 0 0 0 8 5

Date: 16 NOV 2021

BG Amount: INR 45,48,60,000/-

Expiry date: **14.08.2025** Claim expiry date: **14.08.2026**

13 03 921 BG 0 9 0 0 6 5 5

In consideration of Indian Oil Corporation Limited (Refineries Division) (hereinafter called the Corporation which expression shall include its successors and assigns) having awarded certain Work for and relative to the installation of a "EPCC-03 Package (PPU + Warehouse) for Petrochemical and Lube Integration Project "Lupech" (J18)" AT IOCL Gujarat Refinery, Vadodara, Gujarat, India" at of the Corporation to M/s. Megha Engineering and Infrastructures Limited, having office at S-2, Technocrat Industrial Estate, Balanagar, Hyderabad - 500 037, Telangana, India" (hereinafter called "the CONTRACTOR") upon certain terms and conditions mentioned in the Corporation's Fax of Acceptance RHQ/PJ/LUPECH(J18)/2021-22/EPCC-3/FOA-6, Dated: 02.11.2021 read with CONTRACTOR's bid and the relative Bid Documents (hereinafter collectively called the "Contract" which expression shall include any formal Contract entered into between the Corporation and the CONTRACTOR in supersession of the said Letter of Acceptance and all amendments and/or modifications in the Contract) inclusive of the condition that the Contractor shall cause to be furnished a Bank Guarantee from a Scheduled Bank in India (which includes the Indian Branch of a foreign Bank acceptable to the Corporation) as hereinafter appearing in lieu of cash Security deposit.

We, **State Bank of India**, a body corporate registered/constituted under the laws of India, having its branch at Commercial Clients Group Branch-13039, Door No. 8-2-684/2/A. 1st Floor. Anand Banjara Colony, Road No.12, Banjara Hills, Hyderabad – 500 034 and having our central office at Nariman Point, Mumbai (hereinafter called "the BANK" which expression shall include its successors and assigns) with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay the Corporation at the project office of the Indian Oil Corporation at New Delhi on first demand in writing without protest or demur or proof of condition any and all amounts from time to time demanded by the Corporation from the Bank with reference to this Guarantee/Undertaking up to an aggregate limit of INR **45,48,60,000/- (Indian Rupees forty five crore forty eight lakh sixty thousand only)**.

AND the Bank doth hereby further agree as follow:

I. The Guarantee/Undertaking herein contained shall remain in full force and effect during the entire period that would be taken for the performance for the Contract and until the claims of the Corporation relative thereto are satisfied and/or discharged and the Corporation accordingly discharges this Guarantee / Undertaking subject, however, that the Corporation shall have no claim under this Guarantee / Undertaking after midnight of 14.08.2026, unless a notice of the claim under this Guarantee / Undertaking has been 14 AUG 2025

2 0 11919 E #

कृते भारतीय स्टेट बैंक For STATE BANK OF INDIA

प्रबंधक/Meriager कमर्शियल क्लाइंट्स ग्रुप शाखा-13039, हैद. Commercial Clients Group Br-13039, Hyd.

> RAKHI RANI GHOSH SS No. 11544 CAG-Hyderabad-13039

कृते भारतीय स्टेट वैंक For STATE BANK OF INDIA

उप प्रवंधक (स्या.वि) / Dy. Manager (TF) वाणिज्यक ग्राहक समूह शाखा 13039, हैद. Commercial Clients Group Br. 13039 Hyd.

> A. JAYANTI Deputy Manager SS. No.J-3478

11 3 03 92 1 BG 0 0 0 0 6 5 6

BG No.:

Date: 16 NOV 2021

BG Amount: **INR 45,48,60,000**/-Expiry date: **14.08.2025** Claim expiry date: **14.08.2026**

served on the Bank before the expiry of the said date, in which event the same shall be valid notwithstanding that the same is enforced after the expiry of the said date, provided that the Bank shall upon the written request of the Corporation made at any time within 6 (six) months after the expiry of the said date extend this Guarantee/Undertaking for a further 6 (Six) months from the said date within which the Corporation may make a demand.

- The Corporation shall have the fullest liberty without reference to the Bank and without H. affecting in any way the liability of the Bank under this Guarantee / Undertaking, at any time and/or from time to time anywise to vary the Contract and/or any of the terms and conditions thereof or relative to the Security deposit or to extend time of performance of the Contract in whole or part or to postpone for any time and/or from time to time any of the obligations of the CONTRACTOR and/or the power(s) exercisable by the Corporation against the CONTRACTOR and either to enforce or forbear from enforcing any of the terms and conditions of or governing the Contract or the Security deposit or the securities available to the Corporation or any of them and the Bank shall not be released from its liability under these presents and the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the CONTRACTOR or any or all the matters aforesaid or by reason of time being given to the CONTRACTOR or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the CONTRACTOR or of any other act, matter or thing whatsoever which under the law relating to sureties could but for this provision, have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank doth hereby specifically waive any and all contrary rights.
- III. It shall not be necessary for the Corporation to proceed against the CONTRACTOR before proceeding against the Bank and the Guarantee / Undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other security for any indebtedness of the CONTRACTOR to the Corporation (including relative to the security deposit) and notwithstanding that any such security shall at the time when claim is made against the Bank or proceeding taken against the Bank hereunder, be outstanding or unrealised.
- IV. The amount stated by the Corporation in any demand, claim or notice as due to the Corporation from the CONTRACTOR shall as between the Bank and the Corporation for the purpose of these presents be conclusive of the amount payable by the Bank to the Corporation hereunder.

Contd....3.

कृते भारतीय स्टेट बैंक For STATE BANK OF INDIA

प्रबंधक/Markger कमर्शियल क्लाइंट्स युप शास्त्रा-13039, हैद. Commercial Clients Group Br-13039, Hyd.

> RAKHI RANI GHOSH SS No. 11544 CAG-Hyderobad-13039

कृते भारतीय स्टेट बैंक For STATE BANK OF INDIA

उप प्रवंधक (व्या.वि.) / Dy. Manager (TF) वाशिज्यक ग्राहक समूह शाखा 13039, हैद. Commercial Clients Group Br. 13039 Hyd.

A. JAYANTI
Deputy Manager
SS. No.J-3478
SBI, CCG Br.-13039, Hyd.

13 03 921 BG 0 0 0 0 6 5 5

3 0033 9921 1 GP 00 0066 55 50

he Marie: 16 NOV 2021

BG Amount: **INR 45,48,60,000/-** Expiry date: **14.08.2025** Claim expiry date: **14.08.2026**

- V. The liability of the Bank to the Corporation under this Guarantee / Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the CONTRACTOR and the Corporation, the CONTRACTOR and the Bank and/or the Bank and the Corporation, or otherwise howsoever touching or affecting these presents or the liability of the CONTRACTOR to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the CONTRACTOR or any other person to the Bank not to pay or for any cause withhold or defer payment to the Corporation, under these presents, with the intent that notwithstanding the existence of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Corporation in terms hereof.
- VI. The Bank shall not revoke this Guarantee / Undertaking during its currency except with the previous consent of the Corporation in writing and also agrees that any change in the constitution of the CONTRACTOR or of the Bank or of the Corporation shall not discharge the Bank's liability hereunder.
- VII. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by the Bank.

VIII. Notwithstanding anything contained herein:

- a. The Bank's liability under this guarantee shall not exceed INR 45,48,60,000/- (Indian Rupees forty five crore forty eight lakh sixty thousand only).
- b. This guarantee shall remain in force up to 14.08.2025 and any extension(s) thereof; and
- c. The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before **14.08.2026** or the date of expiry of any extension(s) thereof if this guarantee has been extended."

Contd....4

कृते भारतीय स्टेट बैंक For STATE BANK OF INDIA

प्रविधक/Mariager कमर्शियल क्लाइंट्स ग्रुप शाखा-13039, हैद. Commercial Clients Group Br-13039,Hyd.

> RAKHI RANI GHOSH SS No. 11544 C&G-Hyderabad-13039

कृते भारतीय स्टेट बैंक For STATE BANK OF INDIA

उप प्रवंधक (च्याचि.) Dy. Manager (TF) वाणिज्यिक ग्राहक समूह शाखा 13039, हैद. Commercial Clients Group Br. 13039 Hyd.

> A. JAYANTI Deputy Manager SS. No.J-3478 SBI, CCG Br.-13039, Hyd.

1 3 0 3 92 1 BG 0 0 0 0 6 5 5

BG No.:

Date: 16 NOV 2021

BG Amount: INR 45,48,60,000/-

Expiry date: 14.08.2025

Claim expiry date: 14.08.2026
A. JAYANTI

RAKHI RANI GHOSH SS No. 11544 Deputy Manager IX. (Name and Des Br.-13039, Hyd.

of the person) is authorised to sign this Guarantee/Undertaking on behalf of the Bank

and to bind the Bank thereby.

16 NOV 2021

Dated: day of November 2021 at Hyderabad

State Bank of India

Commercial Clients Group Br. 13039 1st & 2nd Floor, D.No.8-2-684/2/A,

For State Bank of India Road No.12, Anand Banjara Colony.

Banjara Hills, Hyderabad - 500 034 India E-mail: cmcsd.ccghyd@sbi.co.in

Signature

Name and Designation: Name of the Branch

State Bank of India Commercial Clients Group Branch-13039 Door No. 8-2-684/2/A, 1st Floor Anand Banjara Colony, Road No.12 Banjara Hills, Hyderabad - 500 034

Name and Designation: Name of the Branch

Signature

State Bank of India Commercial Clients Group Branch-13039

Door No. 8-2-684/2/A, 1st Floor Anand Banjara Colony, Road No.12 Banjara Hills, Hyderabad - 500 034

कृते भारतीय स्टेट बैंक For STATE BANK OF INDIA

प्रवंधक/Manager कमर्शियल क्लाइंट्स ग्रंप शासा-13039, हैद. Commercial Clients Group Br-13039, Hyd.

> RAKHI RANI GHOSH SS No. 11544 CAG-Hyderabad-13039

कृते भारतीय रटेट वैंक For STATE BANK OF INDIA

उप प्रवंधक (त्या(वि.)) Dy. Manager (TF) वाणिज्यिक ग्राहक समूह शाखा 13039, हैद. Commercial Clients Group Br. 13039 Hyd.

> A. JAYANTI Deputy Manager SS. No.J-3478 SBI, CCG Br.-13039, Hyd.



SWIFT

Main Reference NO: 1303921BG0000655 Transaction Reference NO: 1303921BG0000655

Unit Code:

Event Time:

13039

Operator:

Module Name:

BGIF

16-11-2021

Function Name:

Inland_Issue_Bank_Guarantee

Transaction Date:

1

Transaction Time:

16:16:51

MT760COV	ackFlag:	notifyFlag :
B1:		

B1:	Outgoing SWIFT Header 1
	F01SBIN00130395000000000
B2:	Receiver's BIC Code
	I760SBIN0017313N
7020:	Transaction Referance Number (Issuing Bank Guarantee Number)
	1303921BG0000655
7024:	Type of Bank Guarantee : Performance, Financial, Others
•	PERFORMANCE
7025:	Amount of Guarantee Currency Code Amount
	INR454860000,
7026:	Guarantee Validity Guarantee From Date Guarantee To Date
	2021111620250814
7027:	Guarantee Effective Date
	20211116
7029:	End date for lodgement of claim
	20260814
7030:	Place of lodgement of claim
	STATE BANK OF INDIA
7031:	Issuing Branch IFSC
	SBIN0013039
7032:	Issuing branch name and address
	STATE BANK OF INDIA

STATE BANK OF INDIA SBI, DOOR NO.8 ANAND BANJARA COLONY HYDERABAD

Name of applicant and his details

bttps://tfeeprodwb.statebanktimes.in:7002/EximBillWeb/servlets/WSSTrxOpenWindow?... 11/16/2021

	MEGHAENGINEERINGANDINFRASTRUCTURES LTD S2 TECHNOCRAT INDL ESTATE BALANAGAR HYDERABAD TELANGANA INDIA		
7034:	Name of Beneficiary and his details		
	INDIAN OIL CORPORATION LTD REFINERIES DIVISION SCOPE COMPLEX, CORE 2, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI 110 003		
7035:	Beneficiary IFSC		
	SBIN0017313		
7036:	Beneficiary branch name and address		
	STATE BANK OF INDIA 4TH AND 5TH FLR RED FORT CAPITAL PARSVNATH TOWER GOLE MARKET NEW DELHI		
7037:	Sender to Receiver Information		
	HY 5440141 \$		
7038:	Purpose of Guarantee		
	PERFORMANCE BG		
7040:	Stamp Duty Electronically Paid (Y/N)		
	N		
7046:	Date of Payment		
	20211116		
7047:	Place of Payment		
R	COMMERCIAL CLIENT GROUP BRANCH		
7048:	e-Bank Guarantee to be held in Demat Form(Y/N)		
	N		
20Z:	Transaction Reference Number		
202.			