



इण्डियन ओवरसीज़ बैंक

Indian Overseas Bank

राष्ट्रपति रोड शाखा : 4-2-25 to 28 & 32, पहली मंज़िल, राष्ट्रपति रोड, सिकंदराबाद - 500003 (तेलंगाना)

Rashtrapathi Road Branch:4-2-25 to 28 & 32, 1st Floor, Rashtrapathi Road,Secunderabad-500003 (Telangana)

Phone : 040-23468828

: 040 23468827

email : iob0432@iob.in

Date: 06.12.2021

This covering letter is issued to be annexed to the Letter of Guarantee

BG Number	BG amount	BG Issue Date	BG Expiry Date	BG Claim Expiry Date
043271121000050	Rs.34,66,80,000/-	06.12.2021	05.12.2025	05.12.2026

Issued by this bank under the joint signatures of:-

1. Mrs. M.UMA, MANAGER

2. Mr. VIVEK SAHU, ASSISTANT MANAGER

Confirmation of this guarantee, if the same is desired, should be obtained from the controlling office named below.

For Indian Overseas Bank

Authorized Signatory



Beneficiary's Name & Address: M/S HPCL RAJASTHAN REFINERY LIMITED TEL BHAWAN, SAHKAR MARG LAL KOTHI VISTAR,JYOTI NAGAR JAIPUR-302005 RAJASTHAN,INDIA	Controlling office address INDIAN OVERSEAS BANK REGIONAL OFFICE ,HYDERABAD BANK STREET, KOTI, HYDERABAD Ph-040-23468881/82/83 Email-0808ro@iobnet.co.in
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ANURAG KUMAR
S.V.L-NO 25/99 RL.NO.
3-6-151, G S TOWER
HIMAYAT NAGAR
HYDERABAD - 29

AP-23/GSO/KL(PB)/16/2005



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NON-JUDICIAL
STAMP DUTY

TELANGANA

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.: 043271121000050 Date: 06.12.2021 BG Amount: INR 34,66,80,000/- Expiry date: 05.12.2025 Claim expiry date: 05.12.2026
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IN CONSIDERATION OF **MESSRS. HPCL Rajasthan 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**, a 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/2021/40, 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-09 Package (Polypropylene Unit & Associated Conveying and Bagging System and Butene-1 Unit) for Rajasthan Refinery Project (RRP) of M/s. HRRL, Barmer, Rajasthan, India** "the Corporation" and "the Corporation" having agreed :

- not to insist upon immediate payment of Security Deposit for the fulfilment and performance of the said order
- 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.

- We, **Indian Overseas Bank**, having our head office at Anna Salai, Chennai and one of its branches at Rashtrapati Road Branch, # 4-2-25 to 28 & 32, Kasuva Complex, 1st Floor, R. P. Road, Secunderabad - 500 003 (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 34,66,80,000/- (Indian Rupees thirty four crore sixty six 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".

Contd.....2.

कृते इण्डियन ओवरसीज बैंक
For Indian Overseas Bank

सहायक प्रबंधक / Asst. Manager
राष्ट्रपति रोड / Rashtrapathi Road
सिकन्दराबाद / Secunderabad.
S.S. No. V-1033

कृते इण्डियन ओवरसीज बैंक
For Indian Overseas Bank

प्रबंधक / Manager
राष्ट्रपति रोड / Rashtrapathi Road
सिकन्दराबाद / Secunderabad
S.S. No.

: 2 :

BG No.: 043271121000050

Date: 06.12.2021

BG Amount: INR 34,66,80,000/-

Expiry date: 05.12.2025

Claim expiry date: 05.12.2026

2. We, **Indian Overseas Bank**, 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, **Indian Overseas Bank**, 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, **Indian Overseas Bank**, 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 omission 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/2021/40, Date: 13.11.2021.**
6. **Notwithstanding anything contained herein above :**
 - i. Our liability under this guarantee shall not exceed **INR 34,66,80,000/- (Indian Rupees thirty four crore sixty six 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 365 days from the date of expiry of this guarantee i.e., **05.12.2026.**

Contd.....3.

कृते इण्डियन ओवरसीज बैंक
For Indian Overseas Bank

सहायक प्रबंधक / Asst. Manager
राष्ट्रपति रोड / Rashtrapathi Road
सिकन्दराबाद / Secunderabad
S.S. No. V-1033

कृते इण्डियन ओवरसीज बैंक
For Indian Overseas Bank

प्रबंधक / Manager
राष्ट्रपति रोड / Rashtrapathi Road
सिकन्दराबाद / Secunderabad
S.S. No. 71124

: 3 :

BG No.: 043271121000050
Date: 06.12.2021
BG Amount: INR 34,66,80,000/-
Expiry date: 05.12.2025
Claim expiry date: 05.12.2026

7. We, **Indian Overseas Bank**, further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.
8. We, **Indian Overseas Bank**, 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.....^{6th} day of December 2021 at Hyderabad

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

कृते इण्डियन ओवरसीज बैंक
For Indian Overseas Bank

सहायक प्रबंधक / Asst. Manager
राष्ट्रपति रोड / Rashtrapathi Road
सिकन्दराबाद / Secunderabad
S.S. No. V-1032

कृते इण्डियन ओवरसीज बैंक
For Indian Overseas Bank

प्रबंधक / Manager
राष्ट्रपति रोड / Rashtrapathi Road
सिकन्दराबाद / Secunderabad
S.S. No. 11124

Network Acknowledgement Report

Delivery		
Network :	SFMS	
Session Holder :		
Session :		
Sequence :		
Delivery Status :	Network Ack	
ACK Date (dd/mm/yy) :	06/12/21	
ACK Time (hh:mm) :	17:56	
MESSAGE HEADER		
Swift Input :	FIN 760COV Guarantee: Format Specifications	
Sender Bank :	IOBA0000432	
RECEIVER BANK :	SBIN0009995 23, J.N. HEREDIA MARG, BALLARD ESTATE, MUMBAI 400 001	
MESSAGE TEXT		
7020-- Transaction Reference Number (Issuing Bank Guarantee Number)	Transaction Reference Number	043271121000050
	Transaction Reference Number	043271121000050
7024-- Type of Bank Guarantee	Type of Bank Guarantee	PERFORMANCE
7025-- Amount of Guarantee	Currency Code	INR
	Amount	346680000
7026-- Guarantee Validity	Guarantee From Date (YYYYMMDD)	20211206
	Guarantee To Date (YYYYMMDD)	20251205
7027-- Guarantee Effective Date	Guarantee Effective Date (YYYYMMDD)	20211206
7029-- End date for lodgement of claim	End date for lodgement of claim (YYYYMMDD)	20261205
7031-- Issuing Branch IFSC	Issuing Branch IFSC	BIC CODE: IOBA0000432
7032-- Issuing branch name and address	Issuing branch name and address	INDIAN OVERSEAS BANK 4 2 25 1ST FLOOR KASUVA COMPLEX RASHTRAPATI ROAD SECUNDERABAD 500003
7033-- Name of applicant and his details	Name of applicant and his details	MEGHA ENGINEERING AND INFRASTRUCTURES LTD S2 TECHNOCRAT INDL ESTATE BALANAGAR HYDERABAD 500037 TELANGANA
7034-- Name of Beneficiary and his details	Name of Beneficiary and his details	HPCL RAJASTHAN REFINERY LIMITED TEL BHAWAN SAHKAR MARG LAL KOTHI VISTAR JYOTI NAGAR JAIPUR 302005 RAJASTHAN INDIA
7035-- Beneficiary IFSC	Beneficiary IFSC	BIC CODE: SBIN0009995
7036-- Beneficiary branch name and address	Beneficiary branch name and address	STATE BANK OF INDIA CAG MUMBAI

