

COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT/ RETENTION MONEY/
PERFORMANCE GUARANTEE

(On Non-Judicial Stamp Paper of appropriate value)

To

M/s HPCL-MITTAL Energy Limited (Address as applicable)

B.G.NO. : ____

DATE: ____

AMOUNT: ____

VALID UPTO: ____

CLAIM PERIOD UPTO : ____

IN CONSIDERATION OF M/S HPCL-MITTAL ENERGY LIMITED (A Joint Venture Company of M/s Hindustan Petroleum Corporation Limited and Mittal Energy Investments Pte Limited, Singapore), a company registered under the Companies Act. 1956, having its registered office at Village- Phulokhari, Taluka-Talwandi Saboo, Distt. Bathinda, Punjab-151301 and Project office at INOX Towers, Plot No# 17, Sector 16 A, NOIDA, Uttar Pradesh- 201 301 (hereinafter called "the Company" (which expression shall include its successor in business and assigns) having placed an order on M/s ____, a partnership firm/sole proprietor business/ a company registered under the Companies Act, 1956 having its registered office at ____ (complete address) (hereinafter called "the Contractor" (which expression shall include executors, administrators and assignees) vide work order No. dated (hereinafter referred to as "the Contract" which expression shall include any amendments/ alterations to "the Contract" issued by "the company") for the supply of goods to / execution of services for the Company and the Company having agreed:

- a) not to insist upon immediate payment of security deposit for the fulfillment and performance of the Contract;
- b) to pay the Contractor as and by way of an advance upon a sum of Rs. ____ (Rupees ____ only) being ____ % of the value of the Contract;
- c) that the Contractor shall furnish a security for the performance of the Contractor's obligations and/or discharge of the Contractor's liability in connection with the Contract and the Company having agreed with the Contractor to accept a Composite Bank Guarantee for security deposit/ retention money/ performance guarantee.

1. We ____ Bank, having office at ____ (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of the Contractor hereby unconditionally and irrevocably undertake to pay to the Company on first demand in writing without any demur, reservation, contest, recourse, protest or proof of any condition and without any reference to the Contractor and notwithstanding any dispute raised by the Contractor or any suit or other legal proceedings including arbitral proceedings pending before any court, tribunal, arbitrator or authority any and all amounts demanded from time to time by the Company from the Bank with reference to this Guarantee up to an aggregate limit of Indian Rupees ____ (Rupees ____ only).

2. We, the Bank agree that the Company shall be the sole judge whether the Contractor has failed to perform or fulfill the Contract in terms thereof or committed breach of any terms and conditions of the Contract and the extent of loss, damage, costs, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and the Bank waives in the favour of the Company all the rights and defenses to which the Bank as guarantors and/or the Contractor may be entitled to. We, the Bank further agree that the amount demanded by the Company as such shall be final and binding upon the Bank as to the Bank's liability to pay.
4. We, ___Bank further agree with the Company that the Company 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 Contract and/or to extend time of performance by the Contractor from time to time or to postpone from time to time any of the powers exercisable by the Company against the Contractor and to forbear to enforce any of the terms and conditions relating to the Contract and the Bank shall not be relieved from its liability by reason of any such variation or extension being granted to the Contractor or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor 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 the Bank.
5. However, it has been agreed between the Contractor and the Company that there shall be only one Composite Bank Guarantee for Security Deposit/ Performance Guarantee/ Retention Money @___ % valid till the end of the defects liability period as per the terms and conditions of the Contract and that in proportion with the recovery @___ % from each running account bill, the same amount/value automatically stands credited to the defects liability account/security deposit or retention money as the case may be and will continue to be credited/treated till the entire Rs.____ is fully recovered from the running account bills and from the date of full recovery of the Rs. ____ this guarantee shall stand valid towards the ___% Retention money/ defect liability and shall remain valid in all respects upto a further period of three months beyond the defect liability period, as per the terms & conditions of the Contract.
5. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding the existence of any other security for any indebtedness of the Contractor to the Company (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.
6. The liability of the Bank to the Company under this Guarantee shall remain in full force and effect during the currency of the Contract notwithstanding the existence of any difference or dispute between the Contractor and the Company, the Contractor and the Bank and/or the Bank and the Company, or otherwise whatsoever or affecting these presents or the liability of the Contractor to the Company, 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 Company, 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 Company in terms hereof.

7. The Bank shall not revoke this Guarantee during its currency except with the previous consent of the Company in writing and also agrees that any proceedings in the nature of liquidation, winding up, dissolution, change of constitution, insolvency, appointment of receiver, amalgamation, re-organisation or occurrence of any circumstances affecting the liability of the Contractor or any circumstances affecting the Company's liability to discharge any obligation secured by this guarantee shall not discharge the Bank's liability hereunder and for all purposes be binding and operative until all claims by the Company with respect to the Contractual liabilities of the Contractor are settled.
8. This guarantee shall be governed by and construed in accordance with laws of India and the competent courts in New Delhi, India shall have the exclusive jurisdiction for the purposes of settling any disputes or differences which may arise out of or in connection with this guarantee and for the purpose of enforcement under this guarantee.
9. We, Bank has power to issue this guarantee in favour of the Company in terms of the documents and/or the Agreement/Contract or MOU entered into between the Contractor and the Bank in this regard.
10. Notwithstanding anything contained herein above:
 - (i) Our liability under this Guarantee shall not exceed Rupees ____ only).
 - (ii) This guarantee shall be valid up to and including with an additional claim period of 30 days thereafter i.e. upto
 - a. 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, delivered to our specified branch which is situated at [• insert here the bank's branch address at (•) either of New Delhi or NOIDA or Gurugram (Gurgaon) or Faridabad], and having Branch Code No [], MICR No. [], IFSC [] only and notwithstanding the issuing branch of the bank guarantee before the expiry of 3 months from the date of expiry of this guarantee.

IN WITNESS WHEREOF the Bank has executed this document on this ____ day of

(FOR & ON BEHALF OF BANK)

(by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Bank")

(Seal of Bank)

WITNESSES:

1. SIGNATURE
NAME

DESIGNATION

2. SIGNATURE

NAME

DESIGNATION

