FORMAT for Security Deposit

To be executed on Stamp Paper

Bank Guarantee for Security Deposit:
Guarantee No. :
Date of Issue :
Date of Expiry :
Date of Expiry of Claim Period :
Value of Bank Guarantee : Rs._____

M/s. Indian Strategic Petroleum Reserves Limited,
OIDB Bhawan, 3rd Floor, Plot No 2
Sector 73, Noida UP

This Guarantee executed at ……(place of execution) on this ……., 2024 by _____(BANK), having its branch office at_____, and its Head Office at _____, (hereinafter referred to as "the Bank") which expression shall unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns for the benefit and in favour of Indian Strategic Petroleum Reserves Limited,, a Company incorporated in India, having its Registered Office at 301, World Trade Centre, Babar Road, New Delhi-110001, India (hereinafter referred to as "the Purchaser") which expression shall unless repugnant to context or contrary to the meaning thereof, include its successors and assigns

WHEREAS the Purchaser has placed a Purchase Order (hereinafter referred to as "the Purchase Order") No._____Dated_____ for Rs._____ (Rupees _____ Only) with M/s._____ (hereinafter referred to as " the Seller") which expression shall unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns.

AND WHEREAS BANK has at the request of the Seller agreed to issue in favour of the Purchaser a guarantee in the manner hereinafter appearing which the Purchaser has agreed to accept.

NOW THIS GUARANTEE WITNESSTH AS FOLLOWS:

1. In pursuance of the Purchase Order and in consideration of the Purchaser agreeing to accept SECURITY DEPOSIT @ 5% of the Purchase Order value from us, we, BANK hereby guarantee to the Purchaser due observance and fulfillment by the Seller of the terms and conditions of the Purchase Order and the Performance which is a part of the Purchase Order and agrees to undertake that if the Seller fails to observe and fulfill the terms and conditions of the Purchase Order and /or the Performance , then, BANK shall immediately pay to the PURCHASER on demand such sum or sums of money to the extent of Rs._____ (Rupees_____only) being the _____% value of the Purchase Order on account of non fulfillment by the Seller as aforesaid and shall also indemnify the Purchaser against all losses and damages which may be suffered by the Purchaser as aforesaid and also against all costs, charges, expenses which may be suffered by the Purchaser in connection with and/or arising out of or touching upon the Purchase Order BANK shall pay the said amount without any demur or protest merely on demand from the Purchaser and without recourse to the Seller and/or other Authorities. The decision of the Purchaser as to whether the terms and conditions of the Purchase Order have been observed or not, shall be final and binding on the BANK.

2. This guarantee is a continuing one and shall not be revocable except with the previous written consent of the Purchaser and save as aforesaid it will continue in full force and effect until the Seller has maintained the Schedule of Delivery as per the Purchase Order and observed and fulfilled the said Performance Warranty and all other terms and conditions of the Purchase Order.

3. The Purchaser may without affecting BANK's liabilities and obligations hereunder, grant time or enter into other indulgence or compound with the Seller or enter into any agreement or agree to forebear or to enforce any of their terms

and conditions of the Purchase Order against the Seller or agree to vary any of the terms and conditions of the Purchase Order.

4. This guarantee shall not be affected by any change in the constitution of the Purchaser or the Bank or the Seller and shall remain in full force and effect until the liabilities of the Bank are discharged by the Purchaser.

5. For the purpose of giving effect to this guarantee, the Purchaser is entitled to act as if BANK were the Principal Debtor and the BANK hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the Seller by operation of law and shall cease only on payment of full amount hereby secured by BANK to the Purchaser and also the claim of the Purchaser against the Seller in respect of the Purchase Order is fully satisfied.

7. This guarantee issued by BANK shall be in addition to and not in substitution of any other guarantee or security given or to be given by the Seller to the Purchaser in respect of the Purchase Order.

8. This guarantee is valid upto ……(Date of expiry) and BANK shall be released and discharged from all liabilities hereunder unless a written claim/demand for payment under this Guarantee is lodged on us on or before ……. (Date of expiry of claim) irrespective of whether or not the original guarantee is returned to us

9. Demand or claim or hereunder shall be deemed effective when served by hand or sent by Registered post to BANK, addressed as aforesaid.

10. The validity of the guarantee shall be extended upon request by the Seller from time to time.

11. These presents shall be governed by and construed in accordance with the Indian Law.

12. BANK hereby declares that it has the power to issue this guarantee and the undersigned is/are fully authorized to sign and execute the same vide Power of Attorney dated……. issued to me/us by the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREINABOVE:

a) Our liability under this guarantee is restricted to Rs._____ (Rupees _____ Only)

b) This guarantee shall be valid upto _____**2024** (Date of expiry) and

c) We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand on or before **_____2024 (3 months from the date of expiry)**

SIGNED AND DELIVERED for and on behalf of the above named