

Phone No: 022-26111111
Sold To/Issued To: Charan
For Whom/ID Proof: Canara Bank



JAN-09-2024 11:44:54

₹ 0000500/-
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Agreement
38153121704800694512-00096505
3815312 14/2006

BANK GUARANTEE FOR MOBILISATION ADVANCE

To
M/s. HPCL Rajasthan Refinery Limited
TEL BHAWAN, SAHKAR MARG,
LAL KOTHI VISTAR, JYOTI NAGAR,
JAIPUR - 302005, RAJASTHAN, INDIA

BG No.: 02657 GPC 2401024
Date: 10/01/2024
BG Amount: INR 34,72,33,334/-
Validity up to: 09/12/2025
Claim validity up to: 09/01/2026



- In consideration of **MESSRS. HPCL Rajasthan Refinery Limited** 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 - 302005, Rajasthan, India (hereinafter called the "Corporation" which expression shall include its successors in business and assigns having placed an order on **Messrs. Megha Engineering & Infrastructures Limited**, a company registered under the Companies Act, 1956 having its office at S-2, Technocrat Industrial Estate, Balanagar, Hyderabad - 500 037, Telangana (hereinafter called "the supplier/ contractor" (which expression shall include its successors in business and assigns) vide LOA No. **HRRL/LOA/2022/45, Dated: 06.10.2022** for (specify nature of job) "**CFBC Boilers & Associated Systems(Package 10A)**" for Rajasthan Refinery Project (RRP) of HPCL Rajasthan Refinery Limited (HRRL), Rajasthan, India" (hereinafter called "the Order" which expression shall include any amendments/alterations thereto as issued by "the Corporation") for the supply of goods to/ the execution of service for "the Corporation" and having agreed to pay the suppliers as and by way of advance up to a sum of **INR 34,72,33,334/- (Indian Rupees thirty four crore seventy two lakh thirty three thousand three hundred thirty four only)** being 10% of the value of "the Order" in terms of "the order" on production of an acceptable Bank Guarantee for an amount of **INR 34,72,33,334/- (Indian Rupees thirty four crore seventy two lakh thirty three thousand three hundred thirty four only)**.
- We, **Canara Bank**, a body registered / constituted under the Banking Act, having Registered Office/Head Office at No. 112, JC Road, Bengaluru and one of its offices at Large Corporate Branch, T.S.R. Complex, S.P. Road, Secunderabad - 500 003 (hereinafter referred to as "the Bank"), do at the request and on behalf of "The Suppliers / Contractor" hereby agree to pay to "the Corporation" without any demur on first demand an amount not exceeding **INR 34,72,33,334/- (Indian Rupees thirty four crore seventy two lakh thirty three thousand three hundred thirty four only)** against any loss or damage, costs, to or suffered by "the Corporation" by reason of any breach on the part of "the Supplier/Contractor" of any of the terms and conditions of the said "Order".
- We, **Canara Bank**, further agree that "the Corporation" shall be the sole judge whether the said "Supplier/Contractor" has committed breach of any of the 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 favour of "the Corporation" all the rights and defense to which we as guarantors, and/or the supplier may be entitled to.

प्रबंधक/प्रबंधक
लार्ज कारपोरेट शाखा, सिकंदराबाद
Large Corporate Br., Secunderabad.

रमावत सुरेंद्र नाथ
RAMAVATH SURENDER NAIK
प्रबंधक/Manager
ह.अ.सं./S.P.No. 76265



कृते केनरा बैंक For CANARA BANK

वरिष्ठ प्रबंधक Senior Manager
लार्ज कारपोरेट शाखा, सिकंदराबाद
Large Corporate Br., Secunderabad.

ए. नवीन कुमार
A. NAVEEN KUMAR
वरिष्ठ प्रबंधक/Sr. Manager
ह.अ.सं./S.P.No. 21222

Contd.....2.

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BG No.: 02657 GCPG 2461024

Date: 10/01/2024

BG Amount: INR 34,72,33,334/-

Validity up to: 09/12/2025

Claim validity up to: 09/01/2026

4. We, **Canara 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 the amount demanded and "the Bank" undertake to pay "the Corporation" the amount so demanded on first demand without any demur notwithstanding any dispute raised by "the Supplier/Contractor" 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.
5. We, **Canara Bank**, further agree that the guarantee herein contained shall remain in full force and continue to have full effect so long as the said amount remains unadjusted.
6. We, **Canara Bank**, further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without any consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said "Order" or to extended time of performance by "the Supplier/Contractor" from time to time or to postpone for any time or from time to time any of the powers exercisable by "the Corporation" against "the Supplier / Contractor" 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 Corporation" or for any forbearance, act or omission of "the Supplier/Contractor" or any such matter of things, whatsoever which under the law relating to sureties would, but for these provisions, have the effect of relieving us.
7. We, **Canara Bank**, hereby lastly undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.
8. Notwithstanding anything contained herein above:
 - i. Our liability under this guarantee shall not exceed INR 34,72,33,334/- (Indian Rupees thirty four crore seventy two lakh thirty three thousand three hundred thirty four only).
 - ii. This Bank Guarantee shall be valid up to and including 09/12/2025; 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 09/01/2026 before the expiry of 30 days from the date of expiry of this guarantee.
9. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the Supplier/Contractor", but shall in all respects and/or all purposes be binding and operative on "the Bank" until payment of all moneys payable by "the Supplier/Contractor" in terms thereof.

Contd.....3.

कृते केनरा बैंक For CANARA BANK

प्रबंधक Manager
लार्ज कारपोरेट शाखा, सिकंदराबाद
Large Corporate Br., Secunderabad.

रमावत सुरेंद्र नायक
RAMAVATH SURENDER NAIK
प्रबंधक/Manager
ह.अ.सं./S.P.No. 76265



कृते केनरा बैंक For CANARA BANK

वरिष्ठ प्रबंधक Senior Manager
लार्ज कारपोरेट शाखा, सिकंदराबाद
Large Corporate Br., Secunderabad.

ए. नवीन कुमार
A. NAVEEN KUMAR
वरिष्ठ प्रबंधक/Sr. Manager
ह.अ.सं./S.P.No. 21222



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10. "The Bank" has power to issue this guarantor in favour of "the Corporation" in terms of the documents and/or the agreement/contract or MOU entered into between "the Supplier/Contractor" and "the Bank" in this regard.

IN WITNESS Where of **Canara Bank** has executed this document at Secunderabad on this day of10..... January 2024.

कृते केनरा बैंक For CANARA BANK

प्रबंधक Manager
लार्ज कॉर्पोरेट शाखा, सिकंदराबाद
Large Corporate Br., Secunderabad.

रमावत सुरेंद्र नायक
RAMAVATH SURENDER NAIK
प्रबंधक/Manager
ह.अ.सं./S. No. 76265

कृते केनरा बैंक For CANARA BANK

वरिष्ठ प्रबंधक Senior Manager
लार्ज कॉर्पोरेट शाखा, सिकंदराबाद
Large Corporate Br., Secunderabad.

ए. नवीन कुमार
A. NAVEEN KUMAR
वरिष्ठ प्रबंधक/Sr. Manager
ह.अ.सं./S. No. 21222

For Canara Bank

(By its constituted attorney)
(Signature of a person authorized
to sign on behalf of "the Bank")

For Canara Bank

(By its constituted attorney)
(Signature of a person authorized
to sign on behalf of "the Bank")

Delivery Report

Delivery	
Network :	SFMS
Session Holder :	
Session :	
Sequence :	
Delivery Status :	Network Ack
ACK Date (YYYYMMDD) :	20240110
ACK Time (hh:mm) :	20:38GMT
Message Header	
SFMS Input :	IFN 760COV Guarantee: Format Specifications
Sender : CNRB0006805 CNRB0006805 CANARA BANK	Receiver : SBIN0009995 STATE BANK OF INDIA SBIN0009995 23, J.N. HEREDIA MARG, BALLARD ESTATE,MUMBAI - 400 001
Message Text	
Field Description	Sub Field Value
7020- Transaction Reference Number (Issuing Bank Guarantee Number)	02657GOPG2401024
7022- Guarantee Form Number	O35GOPG240105052
7024- Type of Bank Guarantee	OTHERS
7025- Amount of Guarantee	INR
	347233334
7026- Guarantee Validity	20240110
	20251209
7027- Guarantee Effective Date	20240110
7029- End date for lodgement of claim	20260109
7031- Issuing Branch IFSC	BIC CODE: CNRB0002657
7032- Issuing branch name and address	SECUNDERABAD LCB 2 Floor T Subba Rami Reddy Complex S P Road Secunderabad 500 003
7033- Name of applicant and his details	MEGHA ENGINEERING AND INFRASTRUCTUR S 2 TECHNOCRAT INDUSTRIAL ESTATE BALANAGAR 500037 500037
7034- Name of Beneficiary and his details	MS HPCL RAJASTHAN REFINERY LTD TEL BHAWAN SAHKAR MARG LAL KOTHI VISTAR JYOTI NAGAR JAIPUR 302005 RAJASTHAN
7035- Beneficiary IFSC	BIC CODE: SBIN0009995
7036- Beneficiary branch name and address	STATE BANK OF INDIA MUMBAI MUMBAI MAHARAstra SBIN0009995
7037- Sender to Receiver Information	CREDIT MABG PROCEEDS TO MEGHA ENGINEERING AND INFRASTRUCTURE LTD AC NO 2657261555580 IFSC CNRB0002657
7048- e-Bank Guarantee to be held in Demat Form(Y/N)	N