भारत INDIA Phone No: P. SRINIVAS S. V.NO.74/93 7-1-480/10; Sold To/Issued To: Charan For Whom/ID Proof: Canara Bank





Agreement 38153121705681593257-00097730

## 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.: 0265760PG2402003

Date: 20-01-2024 BG Amount: INR 23,63,42,540/-Validity up to: 19-12-2025

Claim validity up to: 19-01-2026



- 1. 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 Purchase Order No. HRRL/PO/ 2021/41/Rev.04, Dated: 17.01.2024 for "EPCC-08 Package - LLDPE/HDPE (Swing) unit & Associated Conveying and Bagging System for Rajasthan Refinery Project (RRP) of HPCL Rajasthan Refinery Limited (HRRL) at 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 23,63,42,540/- (Indian Rupees twenty three crore sixty three lakh forty two thousand five hundred forty 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 23,63,42,540/- (Indian Rupees twenty three crore sixty three lakh forty two thousand five hundred forty only).
- 2. 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 23,63,42,540/- (Indian Rupees twenty three crore sixty three lakh forty two thousand five hundred forty 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".
- 3. 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.

कृते केनरा बैंक For CANARA BANK तार्थ कार्यारेट बाखा, शिकंदराबाट Large Corporate Br, Secunderabad

> जी.वी.एल. प्रशान्ती G.V.L. PRASANTHI अधिकारी/Officer K.M. H./S.P.No. 72898



प्रशंकाक Managar जार्ब कारपोरेट कारण, सिकंदरावाद Large Corporate हो , Secunderabad.

रमावत सुरंदर नायक RAMAVATH SURENDER NAIK प्रबंधक/Manager K.S.R.JS.P.No. 76265



BG No.: 02657G0PG2402003 Date: 20-01-2024

BG Amount: **INR 23,63,42,540/**Validity up to: 19-12-2025
Claim validity up to: 19-01-2026

- 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 anymanner 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 liabilityby reason of any such variation or extension being granted to "the Corporation" or forany 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 23,63,42,540/(Indian Rupees twenty three crore sixty three lakh forty two thousand five hundred forty only).

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/for all purposes be binding and operative on "the Bank" until payment of all moneys payable by "the Supplier/Contractor" in terms thereof.

क्ते केनरा बैंक For CANARA BANK

अधिकारी Officer सार्ण कार्योषेट शाला, विकेयरामाद Large Corporate Br, Secunderabad

> जी.वी.एल. प्रशान्ती G.V.L. PRASANTHI अधिकारी/Officer इ.स.च./८,P.No.72898



कृते केनरा वेक For CANACONIDALIS

प्रवंशान्त्र शिक्षावद्यका लाज् कारपोरेट (करा), शिक्षवराताह Large Corporate br., Secunderabad.

रमायत सुरेंदर नायक RAMAVATH SURENDER NAIK प्रवेशक/Manager इ.अ.सं./S.P.No. 76265



BG No.: 0265790PG2402003

Date: 20-01-2024 BG Amount: INR 23,63,42,540/-Validity up to: 19-12-2025 Claim validity up to: 19-01-2026

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 of 2015 January 2024.

प्रयोगक Manager लार्च कारधेरेट (अक्षा), विश्वेयराज्य Large Corporate Br., Secunderabad.

लार्ज कार्योरेट शाला, सिकंदराबाद

Large Corporate Br. Secundarabad प्रशान्ती जी.पल. प्रशान्ती G.V.L. PRASANTHI K.M.H./S.P.No.72898

For Canara Bank

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

रमावत सुरॅंदर नायक RAMAVATH SURENDER NAIK प्रवंधक/Manager इ.अ.सं./s.P.No. 7 6 2 6 5

For Canara Bank

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

Delivery Report		
	De	livery
Network:		SFMS
Session Holder:		
Session:		
Sequence:		
Delivery Status :		Network Ack
ACK Date (YYYYMMDD):		20240120
ACK Time (hh:mm):		21:24GMT
Message Header		
SFMS Input:		
Sender: CNRB0006805 CNRB0006805 CANARA BANK		IFN 760COV Guarantee: Format Specifications  Receiver: SBIN0009995 STATE BANK OF INDIA SBIN0009995  23, J.N. HEREDIA MARG, BALLARD
	D.#	ESTATE,MUMBAI - 400 001
Message Text Field Description Sub Field Value		
7020- Transaction Reference Number (Issuing Bank Guarantee Number)	Sub Field Value 02657GOPG2402003	
7022- Guarantee Form Number	O35GOPG240205015	
7024- Type of Bank Guarentee	OTHERS	
7025- Amount of Guarantee	INR	
	236342540	
7026- Guarantee Validity	20240120	
	20251219	
7027- Guarantee Effective Date	20240120	
7029- End date for lodgement of claim	20260119	
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 INFRA STRUCTURE LTD S 2 TECHNOCRAT INDUST ESTATE BALANAGAR 500037 500037	
7034- Name of Benificiary and his details	HPCL RAJASTHAN REFINERY LIMITED TEL BHAWAN SAHKAR MARG LAL KOTHI VISTAR JYOTI NAGAR JAIPUR 302005	
7035- Benificiary IFSC	BIC CODE: SBIN0009995	
7036- Benificiary branch name and address	STATE BANK OF INDIA MUMBAI MUMBAI MAHARASTRA SBIN0009995	
7037- Sender to Receiver Information	CREDIT MABG PROCEEDS TO MEGHA ENGINEERING AND INFRASTRCUTRE LTD AC NO 2657261555580 IFSC CNRB0002657	
7048- e-Bank Guarantee to be held in Demat Form(Y/N)	N	