

## Megha Engineering & Infrastructures Ltd.

Ref.: MEIL/HRRL/PACKAGE-9B/18

Date: 05.04.2024

To

HPCL RAJASTHAN REFINERY LIMITED 07th Floor, RCF Priyadarshini, Eastern Express, Highway, SION, Mumbai - 400022.

Kind attention: Mr. Ashutosh Kumar (Sr. Manager Finance)

Sub:

**EPCC-09B STG and Associated Systems** 

Ref:

Bank Guarantee for advances reg.

Dear Sir,

We are submitting the original Bank Guarantee as per following details against our submitted RA bills (10% against placement of PO for Long Lead Items).

| SI.no | BG No.           | Issued By           | Currency | Amount      |
|-------|------------------|---------------------|----------|-------------|
| 1     | 1303924BG0000276 | State Bank Of India | INR      | 6,63,76,934 |

Please acknowledge through email after receiving the above BG in original at your office.

Thanking You Sir,

Yours faithfully,

For Megha Engineering & Infrastructure Limited

S-2, TIE, Balanagar, Hyderabad-37

Project Manager

Copy to: PMC (EIL)



Phone No:
Sold To/Issued To:
Venu
For #hom/ID Proof:
SBI





₹ 0000500/-

APR-04-2024 13:57:16

ZERO ZERO ZERO ZERO FIVE ZERO ZERO

Agreement 38153121712239036691-00106941 3815312 - 14/2006

## BANK GUARANTEE (ADVANCE)

To M/s. HPCL Rajasthan Refinery Limited, TEL BHAWAN, SAHKAR MARG, LAL KOTHI VISTAR, JYOTI NAGAR, JAIPUR – 302005, RAJASTHAN, INDIA BG No.: 1303924BG 0000276

Date: 0 4 APR 2024

BG Amount: INR 6,63,76,934/-Validity up to: 03.04.2025

Claim validity up to: 03.05.2025

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- 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, TIE, Balanagar, Hyderabad – 500 037, Telangana (hereinafter called "the Supplier" which expression shall include its successors and assigns) vide Order No. HRRL/LOA/2022/44, Date: 06.10.2022 (hereinafter called "the Order" which expression shall include any amendments/alterations there to as issued by "the Corporation") for the supply of goods/to the execution of Service for "the Corporation" and having agreed to pay the supplier as and by way of advance up to a sum of INR 6,63,76,934/- (Indian Rupees six crore sixty three lakh seventy six thousand nine 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 6,63,76,934/- (Indian Rupees six crore sixty three lakh seventy six thousand nine hundred thirty four only).

- 1. We, **State Bank of India** a bank incorporated / constituted under the laws of India and having its central office at Nariman Point, Mumbai and a branch office inter alia at Corporate Clients Group Branch, Door No. 8-2-684/2/A, 1st Floor, Anand Banjara Colony, Road No.12, Banjara Hills, Hyderabad 500 034 (hereafter referred to as "the Bank") do at the request and on behalf of "the Supplier's" hereby agree to pay "the Corporation" without any demur on first demand an amount not exceeding INR.6,63,76,934/- (Indian Rupees six crore sixty three lakh seventy six thousand nine hundred thirty four only) against any loss or damage, costs, charges and expenses caused to or suffered or would be caused to or suffered by "the Corporation" by reason of any breach on the part of "the Supplier" of any of the terms and conditions of the said order.
- 2. We, **State Bank of India** further agree that "the Corporation" shall be sole judge whether the said "Supplier" 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 defences to which we as guarantors and/or "the Supplier" may be entitled to.

Contd....2.

दृति आरतीय स्टेट वैंक For GTATE BANK OF INDIA रण पर्नेशक (लिलि) / Dy Manager (TF) स्थानाक गाइक समूह शासा १२०३१, इव. Control Julia Gilents Group br. 13039 Hyd.

A. JAYANTI Deputy Manager SS. No.J-3478 SBI, CCG Br.-13039, Hyd., कुने भारतीय स्टेट बैंक For STATE BANK OF INDIA

इत कर्मधान (न्या वि ) / Dy Manager (TF) वर्ष पानप्रक खाद्रुष समृह शासा 19039, हर Communical Cilents Group br. 13039 Hyd.

> N.V.V.S. MURTHY Deputy Manager S.S. No. 10117 CCG-13039, Hyderabad

:2:

BG No.:

Date: 0 4 APR 2024

BG Amount: **INR 6,63,76,934/**-Validity up to: **03.04.2025**Claim validity up to: **03.05.2025** 

- 3. We, **State Bank of India** 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 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 there to, our liability under this guarantee being absolute and unconditional. We **State Bank of India** 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, provided, however, the value of the guarantee shall progressively reduce upon any adjustments being made by "the Corporation" against the said advance and "the Corporation" rights shall extend only to the value of the unadjusted amount.
- 4. We, **State Bank of India**, 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 or from 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 Supplier" or by any such matter or things whatsoever which under the law relating to sureties would be for this provisions have the effect of relieving us.

## 5. Notwithstanding anything contained herein above:

- i. The Bank's liability under this Guarantee / Undertaking shall not exceed INR 6,63,76,934/- (Indian Rupees six crore sixty three lakh seventy six thousand nine hundred thirty four only).
- ii. This Bank Guarantee/ Undertaking shall remain force up to and including **03.04.2025** and any extension(s) thereof; and.
- iii. The Bank shall be released and discharged from all liability under this Guarantee / Undertaking unless a written claim or demand is issued to the Bank on or before 03.05.2025 or the date of expiry of any extension(s) thereof if this Guarantee / Undertaking has been extended.
- iv. This guarantee shall come into effect and force from the date of release of advance money of INR 6,63,76,934/- (Indian Rupees six crore sixty three lakh seventy six thousand nine hundred thirty four only) through RTGS to the account No. 63041687053 of Megha Engineering & Infrastructures Limited maintained with State Bank of India, Commercial Clients Group Branch, Door No. 8-2-684/2/A, 1st Floor, Anaand Banjara Colony, Road No.12, Banjara Hills, Hyderabad 500 034; IFSC: SBIN0013039 by the Messrs. HPCL Rajasthan Refinery Limited, but in no case later than 90 days from Contd...3.

कृते भारतीय स्टेट बैंक For STATE BANK OF INDIA

সা সাভাবে (বিশ্বনি) /Dy Menoger (TF) আনাসকে ব্যাহক স্বাস্থ্য প্রান্তা 1903৭, প্রত্ ে ১০০ ১০০০০১ Croup br. 1903৭ Hyd. ज्ञात प्राचिक (रहण वि ) / Dy Manager /TF) क्षोणाञ्चल काहात समृह शासा 13039, हव Count, urua, Onemis Group br. 13039 Hyd.

For STATE BANK OF INDIA

N.V.Y.S. MURTHY
Deputy Manager
5.5. No. 10117
5.5. No. Hyderabad

:3:

BG No.: Date:

N 4 APR 2024

BG Amount: INR 6,63,76,934/-Validity up to: 03.04.2025 Claim validity up to: 03.05.2025

- 6. We, **State Bank of India** further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.
- 7. We, **State Bank of India** lastly agree that "the Bank" liability under this guarantee shall not be affected by any change in the constitution of "the Supplier".
- 8. We, **State Bank of India** 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.

> ्रती भारतीय स्टेट <mark>बेंक</mark> Tor STATE BANK OF INDIA

रून मुनंदूरूप (त्याक्टि) Dy Manager (TF) कार्य, त्रवाक प्राणक समृतु १७ जा 19939, हप. Const orosal Cherics Group br. 1999 Hyd.

A. JAMANTI Deputy Manager SS. No.J-3478 SBI, CCG Br.-13039, Hyd.

For State Bank of India

(By its constituted attorney) (Signature of a person authorized to sign on behalf of "the Bank") कृते भारतीय स्टेट वैंक For STATE BANK OF INDIA

रत जांधर (रात जि ) / Dy Menager (**TF)** दार अंदर कार्नु व समृह श्वाजा 1905न, हेंद टा अल्ला अस्ति हैं एका 1500न Hydi

N.V.V.S. MURTHY Deputy Manager S.S. No. 10117 CCG-13039, Hyderabad

For State Bank of India

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

State Bank of India
Commercial Clients Group Br. 13039
1st & 2nd Floor, D.No.8-2-684/2/A,
Road No.12, Anand Banjara Colony,
Banjara Hills, Hyderabad - 500 034 India
E-mail: cmcsd.ccghyd@sbi.co.in





## SWIFT

View RAW

Main Reference NO: 1303924BG0000276 Transaction Reference NO: 1303924BG0000276

Unit Code:

**Event Time:** 

13039

Operator:

1042060

Module Name:

**BGIF** 

Function Name:

Inland\_Issue\_Bank\_Guarantee

Transaction Date: 04-04-2024

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**Transaction Time:** 16:23:19

| MITTERCOL | AakElaaı | Motify Floor |
|-----------|----------|--------------|

| MT760COV AckFlag: NotifyFlag:<br>B1:                                  | Outgoing SWIFT Header 1  |
|---|--|
|   | F01SBIN00130395000000000   |
| B2:   | Receiver's BIC Code  |
|   | 1760SBIN0009995N   |
| 7020:   | Transaction Referance Number (Issuing<br>Bank Guarantee Number)                                      |
|   | 1303924BG0000276   |
| 7024:   | Type of Bank Guarantee : Performance, Financial, Others  |
|   | FINANCIAL  |
| 7025:   | Amount of Guarantee Currency Code Amount   |
|   | INR66376934,   |
| 7026:   | Guarantee Validity Guarantee From Date<br>Guarantee To Date  |
|   | 2024040420250403   |
| 7027:   | Guarantee Effective Date   |
|   | 20240404   |
| 7029:   | End date for lodgement of claim  |
|   | 20250503   |
| 7030:   | Place of lodgement of claim  |
|   | STATE BANK OF INDIA  |
| 7031:   | Issuing Branch IFSC  |
|   | SBIN0013039  |
| 7032:   | Issuing branch name and address  |
| 2   | STATE BANK OF INDIA SBI, DOOR NO.8 ANAND BANJARA COLONY HYDERABAD                                    |
| 7033: 25 NT   | Name of applicant and his details  |
| A. A. Manager  Deputy Manager  SS. No. J. 3478  SS. CCG Br13039, Hyd. | MEGHAENGINEERINGANDINFRASTRUCTURES LTD S2 TECHNOCRAT INDL ESTATE BALANAGAR HYDERARAD TELANGANA INDIA |
| 7034: Name of Beneficiary and his de                                  |  |

|       | M S HPCL RAJASTHAN REFINERY LIMITED<br>TEL BHÄWAN, SAHKAR MARG LAL KOTHI<br>VISTAR, JYOTI NAGAR, JAIPUR 302005          |  |
|-------|---|--|
| 7035: | , Beneficiary IFSC  |  |
|       | SBIN0009995   |  |
| 7036: | Beneficiary branch name and address   |  |
| 361   | STATE BANK OF INDIA<br>CORPORATE ACCOUNTS GROUP BRANCH<br>23, NEVILLE HOUSE J.N. HEREDIA MARG<br>BALLARD ESTATE, MUMBAI |  |
| 7038: | Purpose of Guarantee  |  |
|       | FINANCIAL BG ADVANCE PAYMENT  |  |
| 7040: | Stamp Duty Electronically Paid (Y/N)  |  |
|       | N   |  |
| 7046: | Date of Payment   |  |
|       | 20240404  |  |
| 7047: | Place of Payment  |  |
|       | COMMERCIAL CLIENT GROUP BRANCH  |  |
| 7048: | e-Bank Guarantee to be held in Dema<br>Form(Y/N)  |  |
|       | N   |  |
| 20Z:  | Transaction Reference Number  |  |
|       | NON-REGULAR   |  |

A. J. ANTI Deputy Manager SS. No. J. 3478 SBI, CCG Br. 13039, Hyd. N.V.V.S. MURTHY
Deputy Manager
5.5. No. Hyderabad
CCG-13039, Hyderabad