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Sold To/Issued To:
Charan:
For Whom/ID Proof:
Canara Bank



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Agreement
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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 GOPG 240 1006
Date: 10-01-2024
BG Amount: INR 22,50,60,000/-
Validity up to: 09-12-2025
Claim validity up to: 09-01-2026



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, Dated: 16.09.2022** for (specify nature of job) **"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 22,50,60,000/- (Indian Rupees twenty two crore fifty lakh sixty thousand 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 22,50,60,000/- (Indian Rupees twenty two crore fifty lakh sixty thousand 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 22,50,60,000/- (Indian Rupees twenty two crore fifty lakh sixty thousand 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.

Contd.....2.

कृते केनरा बैंक For CANARA BANK

अधिकारी Officer
सर्ल कारपोरेट शाखा, सिकंदराबाद
Large Corporate Br, Secunderabad

जी.वी.एल. प्रशान्ती
G.V.L. PRASANTHI
अधिकारी/Officer
ह.अ.स./S.P.No. 72898



कृते केनरा बैंक For CANARA BANK

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

रमावत सुरेंद्र नाथक
RAMAVATH SURENDER NAIK
प्रबंधक/Manager
ह.अ.स./S.P.No. 76265



BG No.: 02657G0PG2401006
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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 22,50,60,000/- (Indian Rupees twenty two crore fifty lakh sixty thousand only)**.
 - ii. This Bank Guarantee shall be valid up to and including09-12-2025, 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 or09-01-2026... 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 for 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


अधिकारी Officer
महान् कारपोरेट शाखा, सिकंदरबाद
Large Corporate Br, Secunderabad

जी.वी.एल. प्रशान्ती
G.V.L. PRASANTHI
अधिकारी/Officer
ह.अ.सं./S.P.No. 72898



कृते केनरा बैंक For CANARA BANK


प्रबंधक Manager
महान् कारपोरेट शाखा, सिकंदरबाद
Large Corporate Br, Secunderabad.

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




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BG No.: 02657GOPG2401006
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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 of10th..... January 2024.


कृते केनरा बैंक For CANARA BANK


अधिकारी Officer
मार्ग कार्पोरेट ब्रांच, सिकंदराबाद
Large Corporate Br, Secunderabad
जी.वी.एल. प्रशान्ती
G.V.L. PRASANTHI
अधिकारी Officer
ह.अ.सं./S.P.No. 72898

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



कृते केनरा बैंक For CANARA BANK


प्रबंधक Manager
मार्ग कार्पोरेट ब्रांच, सिकंदराबाद
Large Corporate Br, Secunderabad.

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

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