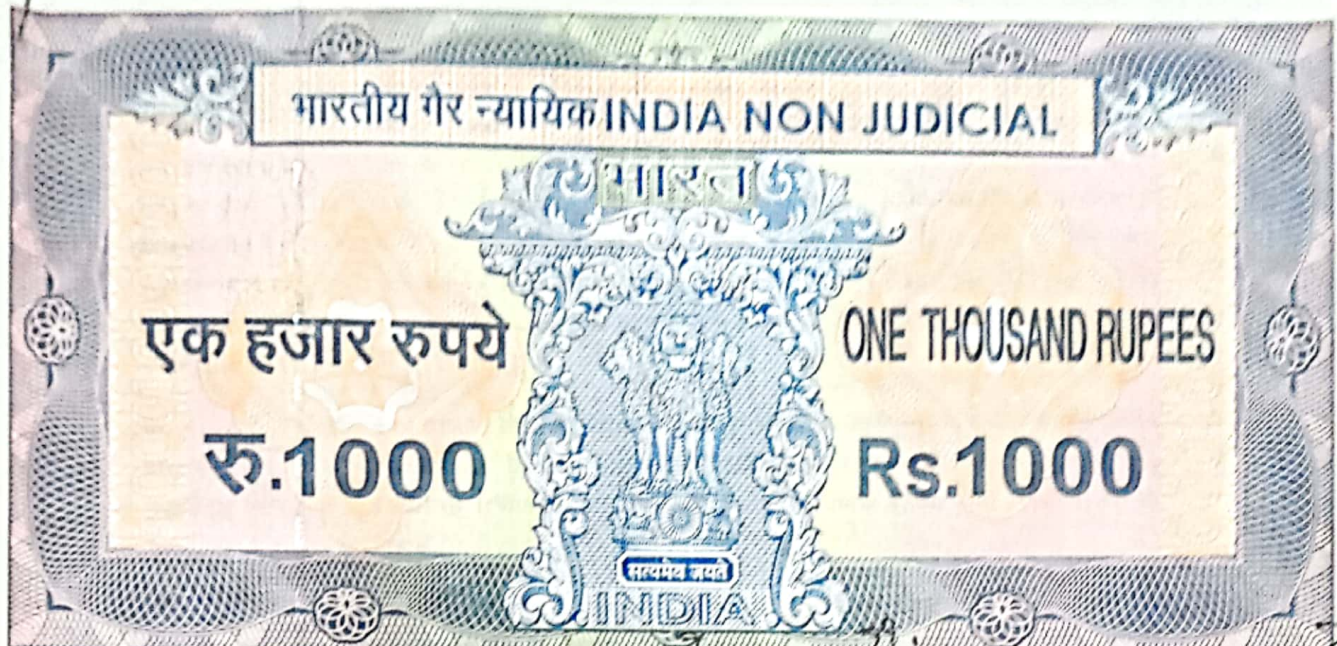




बिहार BIHAR

126/1516/20

1020 का 21000, सेंट्रल बैंक, तानपुर, तानपुर जिला
पंकज गौरी 21

GUARANTEE BOND

AG 402884
उमेश कुमार कर्ण
मुद्रांक विवेका, समस्तीपुर
ला० नं०-2/2004

BG No. 08/2020 Dated 29/06/2020

To,

Authority (Say- Executive Engineer, Rural Works Department, Works Division Samastipur) Address- Samastipur.

In Consideration of the president of India (hereinafter called "The Government") having agreed to exempt Sona Infracon Private Limited (hereinafter called the said contractor(s)) from the demand, under the terms and conditions of an Agreement dated 29.06.2020 made between Sona Infracon Private Limited and Executive Engineer, Rural Works Department Works Division, Samastipur For MR-N/19-20 Samastipur/05 (hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs. 3800000.00 (Rupees Thirty Eight Lakh Only.) We Central Bank of India, Tajpur (Indicate name of Bank) (hereinafter referred to as "the Bank") at the request of Sona Infracon Private Limited contractor(s) do hereby undertake to pay to the Government and amount not exceeding Rs. 3800000.00 against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breaches by the said contractor(s) of any of the terms or conditions in the said Agreement.

2. We Central Bank of India, Taipur (Indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due way of loss or damage caused to or would be cause to or suffered by the Government by reason of breach by the said contractor(s) or any of the terms or conditions contained in the said Agreement any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee shall be restricted to an amount not exceeding Rs. 3300000.00

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Supplier(s) in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We Central Bank of India, Taipur (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under of by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till 23.06.2025 office of Executive Engineer, Rural Works Department, Works Division, Samastipur certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made us in writing on or before the 23.06.2025 we shall be discharged from all liability under this guarantee thereafter.

5. We Central Bank of India, Taipur (Indicate the name of the Bank) further agree with the Government that the Government shall have fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary of the terms and conditions of the said Agreement or to Extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability be reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for provision, have effect of so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/supplier(s).

7. We Central Bank of India, Taipur (Indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

8. NOTWITHSTANDING ANYTHING CONTAINED HEREIN

- (i) Our liability under this Bank Guarantee shall not exceed Rs. 3800000.00 (Rs. Thirty Eight Lakh Only.)
- (ii) The Bank Guarantee shall be valid up to 28.06.2025 and
- (iii) we are liable to pay the guarantee amount or part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand before 28.06.2025 (date of expiry of BG)

Date the day of 29.06.2020



For CENTRAL BANK OF INDIA





सेन्ट्रल बैंक ऑफ़ इंडिया Central Bank of India

Tajpur Branch, Thana Chowk, Tajpur, Samastipur - 848130

e-mail : bmtajpur.centbank@gmail.com

Ref. No. 288/TAJPUR

Date : 29/06/2020.

The Executive Engineer
Rural Works Department
Works Division Samastipur.

Dear Sir,

Regarding Our Bank Guarantee No. 08/2020, Dated – 29.06.2020 Amount Rs. 3800000.00 (Rs. Thirty Eight Lakh Only.) issued on behalf of Sona Infracon Pvt. Ltd.

We do hereby confirm having issued the above Bank Guarantee, the validity of such is from 29.06.2020 to 28.06.2025.

This is for your information.

Thanking You.



SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank : Central Bank of India

Address : Tajpur Branch, Samastipur

Date : 29.06.2020