

Encl-16



देना बैंक
DENA BANK

Balbir Road Laxmi Road Crossing
Dehradun-248001 Uttarakhand
Ph. No.-0135-2671839 FAX-2669181
E-mail-dehdun@denabank.co.in

Ref:BG:108512IGPER0002

Dated 13.03.2013

M/s Principal Secretary
Higher Education
State Government of Uttarakhand
Dehradun, Uttarkhand-248001

Dear Sir,

Sub: Bank Guarantee of Rs 5,00,00,000/- (Rs Five Crore only) on behalf of M/s Sushila Devi Centre for Professional Studies & Research

On request of M/s Sushila Devi Centre for Professional Studies & Research, Aradia Grant, Post Office, Chandanwari Premagar, Dehradun, Distt Dehradun (UK). We had issued Bank Guarantee of Rs 5,00,00,000/- (Rs Five Crore only) in your favour.

As requested vide letter no SDCPSR/ADMIN/2013/1578 Dt. 13.03.2013 of M/s Sushila Devi Centre for Professional Studies & Research & your letter no. 16/12/XXIV(6)/2013 dt. 12.03.2013, returning therewith the original guarantee bond no. 108512IGPER0002 dt. 23.11.2012 & requesting for another guarantee bond for the same amount & valid up to same date i.e. 22.11.2017, we enclose herewith original guarantee no 108512IGPER0002 dated 13.03.2013..

Please note that notwithstanding anything contained therein:

- 1) Our Liability under this Bank Guarantee shall not exceed Rs 5,00,00,000/- (Rs Five Crore only).
- 2) This Bank Guarantee shall be valid upto 22-11-2017.
- 3) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the 22-11-2017.
- 4) You hereby advised to seek confirmation of this Bank Guarantee from controlling authority's office of this branch whose address is given below:

Dena Bank, Lucknow Regional Office, 28-A, Pravin House, Vidhan Sabha Marg, Lucknow, Uttar Pradesh, Telephone number 0522-2611615, 26156413, 2231654

Please note that by acceding to your request & by issuing the fresh guarantee bond, Banks liability under the guarantee & validity of the guarantee remains unchanged

Yours faithfully
देना बैंक/For DENA BANK
बलबीर रोड शाखा, देहरादून
Balbir Road Branch, Dehradun
Chief Manager

Chief Manager

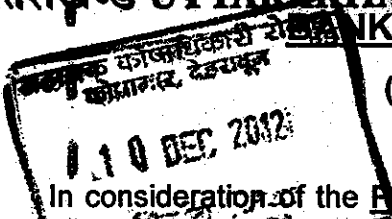


उत्तराखण्ड UTTARAKHAND

F 681143

BANK GUARANTEE/GUARANTEE BOND

(Guarantee No. 108512IGPER0002)



In consideration of the Principal Secretary, Higher Education State Government of Uttarakhand having agreed to exempt M/S Sushila Devi Centre for Professional Studies & Research, Arcadia Grant, Post Office Chandanwari, Premnagar-Dehradun (hereinafter called "the said Contractor/s") from the demand, under the terms and conditions of Government of Uttarakhand gazette No. 59/XXXVI(3)/2013/64(1)/2012-Dehradun dated 15th February, 2013 for permanent endowment fund of security deposit for the due fulfillment by the said Contractor/s of the terms and condition contained in the said gazette, on production of a Bank Guarantee for Rs. 5,00,00,000/- (Rupees Five Crores only) towards establishment of Uttaranchal University at Dehradun under the provisions of The Uttaranchal University Act, 2012 (Uttarakhand Act No. 11 of 2013).

We, DENA BANK, B-B, Balbir Road-Dehradun (hereinafter referred to as "the Bank") at the request of M/S Sushila Devi Centre for Professional Studies & Research, Premnagar-Dehradun (Contractors) do hereby undertake to pay to the Government an amount not exceeding Rs. 5,00,00,000/- (Rupees Five Crores only) against any loss or damage caused to or suffered by the Government by reason of any breach by the said Contractors of any of the terms or conditions contained in the said gazette.

कृते देना बैंक / For DENA BANK
बलबीर रोड शाखा, देहरादून
Balbir Road Branch, Dehradun

2. We, DENA BANK, 8-B Balbir Road, Dehradun do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor/s of any of the terms or conditions contained in the said gazette or by reason of the contractor/s failure to perform the said gazette. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.
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 or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a 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, DENA BANK, 8-B Balbir Road, Dehradun 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 gazette and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said gazette have been fully paid and its claim satisfied or discharged or the Principal Secretary, Higher Education State Government of Uttarakhand certifies that the terms and conditions of the said gazette have been fully and properly carried out by the said contractor/s and accordingly discharges this Guarantee.
A demand or claim, if any, under this Guarantee shall be made on us in writing on or before the 22nd November, 2017.
5. We, DENA BANK, 8-B Balbir Road, Dehradun further agree with the Government that the Government 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 gazette or to extend time to performance by the said contractor/s from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contract/s and to forbear or enforce any of the terms and conditions relating to the said gazette and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said

contractor/s or for any forbearance, act, or omission on part of the Government or any indulgence by the Government to the said contractor/s or by any such manner or things whatsoever which under the law to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor/s/Supplier/s.

7. We, DENA BANK, 8-B Balbir Road, Dehradun lastly under to revoke this Guarantee during its currency except with the previous consent of the Government in writing. Beneficiary of this Bank Guarantee is advised to seek confirmation of this Bank guarantee from controlling authority office of this Branch whose address is given below:

Dena Bank, Lucknow Regional Office, 28-A Pravin House, Nan Sabha Marg, Lucknow, Uttar Pradesh, Telephone No. 0522-26150413, 2231654.

8. Notwithstanding anything contained herein above;

i) Our liability under this Bank Guarantee shall not exceed ₹ 5,00,00,000/- (Rupees Five Crores only).

ii) This Bank Guarantee shall valid upto 22nd November, 2017.

and;

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only any only if you serve upon us a written demand on or before 22nd November, 2017.

Dated 13th March, 2013.

कृते देना बैंक / For DENA BANK
बलबीर रोड शाखा, देहरादून
Balbir Road Branch, Dehradun

Manager

प्रबन्धक
Manager

मुख्य प्रबन्धक
Chief Manager