

To
D/o Food and Public Distribution
Krishi Bhawan
New Delhi - 110001

'INDEMNITY BOND IN LIEU OF BANK GUARANTEE FOR ADVANCE PAYMENT'

1. Whereas, we **G. B. Pant Social Science Institute, Allahabad** have signed a Memorandum of Understanding (MoU), as per Terms of Reference (ToR) dated 16.03.2018 with D/o Food and Public Distribution, Krishi Bhawan, New Delhi, to undertake concurrent evaluation of the implementation of National Food Security Act (NFSA) in the State of Uttarakhand in one district per quarter.

2. Whereas, under the said MoU, D/o Food and Public Distribution, Krishi Bhawan has agreed to make certain advance payment to **G. B. Pant Social Science Institute, Allahabad** on it furnishing the indemnity bond.

3. Whereas, **G. B. Pant Social Science Institute, Allahabad** has agreed to execute this indemnity bond on the Terms and Conditions appearing hereinafter.

(a) **G. B. Pant Social Science Institute, Allahabad** shall duly and faithfully perform its obligations towards undertaking the concurrent evaluation of the implementation of NFSA as per terms and conditions in ToR and MoU.

(b) **G. B. Pant Social Science Institute, Allahabad** shall, in as much as with its control, refrain from such action(s) as may cause delay or damage to D/o Food and Public Distribution.

(c) In consideration, D/o Food and Public Distribution, agreeing to make advance payment in accordance with the said ToR and MoU on **G. B. Pant Social Science Institute, Allahabad** submitting the indemnity bond. **G. B. Pant Social Science Institute, Allahabad** undertakes to indemnify and keep the user indemnified from time to time to the extent of **Rs 90,000.00 (Ninety Thousand only)** being 75% of **Rs. 1,20,000.00 (One Lakh Twenty Thousand only)** payable to the institute for the period of one year, as advanced payment being released to the **G. B. Pant Social Science Institute, Allahabad** against "any loss or damage caused to or suffered by you by reason of any breach/breaches on our part of any of the terms and conditions contained in the said ToR/MoU and in the event we shall make any default or defaults in carrying out any of the works under the said ToR/MoU, we shall forthwith on demand pay to you such sum out of **Rs 1,20,000.00 (One Lakh Twenty Thousand only)** as may be claimed by you as your losses and damages, cost(s), charges or expenses by reason of such default(s) on our part",

(d) **G. B. Pant Social Science Institute, Allahabad** shall be fully discharged of its obligations under this Indemnity Bond on meeting its liability as per para "c" above.

(e) **G. B. Pant Social Science Institute, Allahabad** shall not be liable for any breach/default out of force majeure situation or due to any default, delay action, inaction or failure on the part of D/o Food and Public Distribution, Krishi Bhawan, New Delhi. The liability of **G. B. Pant Social Science Institute, Allahabad** under this Indemnity Bond shall remain in full force until the fulfillment of its obligations as per above.

(f) The liability of **G. B. Pant Social Science Institute, Allahabad** shall not be increased beyond above, unless a demand under this Indemnity Bond is received by **G. B. Pant Social Science Institute, Allahabad** in writing on or before the expiry date and unless its validity is extended by **G. B. Pant Social Science Institute, Allahabad**, all rights under this Indemnity Bond shall be forfeited and **G. B. Pant Social Science Institute, Allahabad** shall be discharged from the liabilities hereunder. This Indemnity Bond is personal to D/o Food and Public Distribution, Krishi

Director
G. B. Pant Social Science Institute
A Constituent Institute of University of Allahabad


Bhawan, New Delhi and shall not be assigned to a third party, without prior written permission of **G. B. Pant Social Science Institute, Allahabad.**

(g) Notwithstanding anything to the contrary in these presents or in the said MoU with D/o Food and Public Distribution, Krishi Bhawan, New Delhi as to whether **G. B. Pant Social Science Institute, Allahabad** has made any default or fault or committed any breach of the MoU/ToR or the amount(s) to which it is entitled by reasons thereof will be bonding on **G. B. Pant Social Science Institute, Allahabad** for the purposes of this indemnity and **G. B. Pant Social Science Institute, Allahabad** will pay the same on demand without demur. This will be without prejudice to D/o Food and Public Distribution, Krishi Bhawan, New Delhi other rights under the MoU and/or Indemnity Bond.

(h) The Indemnity Bond shall remain valid for a period of ninety days beyond the date of the completion of the project as per the MoU/ToR obligations on part of **G. B. Pant Social Science Institute, Allahabad.**

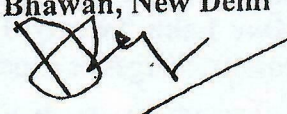
(i) D/o Food and Public Distribution, Krishi Bhawan, New Delhi shall have the fullest liberty from time to time to enforce or forbear to enforce any of the terms and condition of the said MoU and **G. B. Pant Social Science Institute, Allahabad** shall not be released from its liability under this indemnity by the exercise of liberty with reference to the matter aforesaid or by reason of any time being given to **G. B. Pant Social Science Institute, Allahabad** or any forbearer act of omission on the part of D/o Food and Public Distribution, Krishi Bhawan, New Delhi or any indulgence by D/o Food and Public Distribution, Krishi Bhawan, New Delhi of **G. B. Pant Social Science Institute, Allahabad** or by any variation or modification of the said MoU or any other act, matter or thing whatsoever on the part of D/o Food and Public Distribution, Krishi Bhawan, New Delhi.

4. The Indemnity Bond in lieu of Bank Guarantee for advance payment shall be governed by applicable law.

For: 
**G. B. Pant Social Science Institute
Allahabad**

Director
G. B. Pant Social Science Institute
A Constituent Institute of University of Allahabad
Allahabad

For: **D/o Food and Public Distribution
Krishi Bhawan, New Delhi**

Signature: 

Name: **दिनेश कुमार गुप्ता / D. K. Gupta**
निदेशक / Director

Designation: **भारत सरकार / Government of India**
खाना पकाने एवं सार्वजनिक वितरण विभाग
Deptt. of Food & Public Distribution
कृषि भवन, नई दिल्ली-110001
Krishi Bhawan, New Delhi-110001

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1. Whereas, we **G. B. Pant Social Science Institute, Allahabad** have signed a Memorandum of Understanding (MoU), as per Terms of Reference (ToR) dated 16.03.2018 with D/o Food and Public Distribution, Krishi Bhawan, New Delhi, to undertake concurrent evaluation of the implementation of National Food Security Act (NFSA) in the State of Uttar Pradesh in 27 districts (two districts per quarter).

2. Whereas, under the said MoU, D/o Food and Public Distribution, Krishi Bhawan has agreed to make certain advance payment to **G. B. Pant Social Science Institute, Allahabad** on it furnishing the indemnity bond.

3. Whereas, **G. B. Pant Social Science Institute, Allahabad** has agreed to execute this indemnity bond on the Terms and Conditions appearing hereinafter.

(a) **G. B. Pant Social Science Institute, Allahabad** shall duly and faithfully perform its obligations towards undertaking the concurrent evaluation of the implementation of NFSA as per terms and conditions in ToR and MoU.

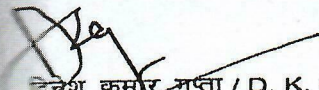
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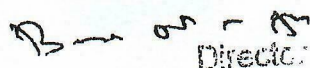
(c) In consideration, D/o Food and Public Distribution, agreeing to make advance payment in accordance with the said ToR and MoU on **G. B. Pant Social Science Institute, Allahabad** submitting the indemnity bond. **G. B. Pant Social Science Institute, Allahabad** undertakes to indemnify and keep the user indemnified from time to time to the extent of Rs 1,35,000.00 (One Lakh Thirty Five Thousand only) being 75% of Rs. 1,80,000.00 (One Lakh Eighty Thousand only) payable to the institute for the period of one year, as advanced payment being released to the **G. B. Pant Social Science Institute, Allahabad** against "any loss or damage caused to or suffered by you by reason of any breach/breaches on our part of any of the terms and conditions contained in the said ToR/MoU and in the event we shall make any default or defaults in carrying out any of the works under the said ToR/MoU, we shall forthwith on demand pay to you such sum out of Rs 1,80,000.00 (One Lakh Eighty Thousand only) as may be claimed by you as your losses and damages, cost(s), charges or expenses by reason of such default(s) on our part".

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