

## INDEMNITY BOND

### PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY OWNER

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS Central UP Gas Limited. (hereinafter referred to as OWNER) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at .....has entered into an Contract with \_\_\_\_\_ (hereinafter referred to as the Contractor which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for \_\_\_\_\_ on the terms and conditions as set out, inter-alia, in the Contract No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "Contract" which expression shall include all amendments, modifications and/or variations thereto.

#### AND WHEREAS

i) The Owner ship of the material supplied by the Contractor has transferred to OWNER as per the provisions of Incoterms 2000 and/or Ownership already held by OWNER but Contractor's obligations require the said material to be under the possession of the Contractor and/or its sub-supplier/sub-vendor. OWNER agrees to hand over the material to the Contractor or its sub-supplier/sub-vendor for the purpose of execution of the said Contract by the Contractor (hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the Contractor of the Contract the said materials shall be under the custody and charge of the Contractor and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the Contractor.

ii) As a pre-condition to the supply of the said materials by OWNER to the Contractor, OWNER has required the Contractor to furnish to OWNER an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified OWNER from and against all loss, damage and destruction (including but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the Contractor, misuse and misappropriation (including but not limited to the misuse or misappropriation by the Contractor and the Contractor's Sub-supplier/sub-vendor) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the Contractor up to and until the date of return to OWNER of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to OWNER forthwith on demand in writing without protest or demur the value as specified by OWNER of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with OWNER'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses up to) and            aggregate            limit            of            \_\_\_\_\_

(  
\_\_\_\_\_) {the currency to be currency of bid}.

**AND THE Contractor hereby agrees with OWNER that:**

i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of OWNER arising hereunder up to and until the midnight of \_\_\_\_\_. However, if the Contract for which this Indemnity/Undertaking is given is not completed by this date, the Contractor hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the Contract.

ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the Contractor but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to OWNER in terms of hereof.

iii) The mere statement of allegation made by or on behalf of OWNER in any notice or demand or other writing addressed to the Contractor as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the Contractor and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factor of the said material or item or part thereof having been supplied to the Contractor and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the Contractor and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of OWNER to produce any documentary proof or other evidence whatsoever in support of this.

iv) The amount stated in any notice of demand addressed by OWNER to the Contractor as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by OWNER in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to OWNER to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the Contractor under the Power of Attorney dated\_\_\_\_\_.

**(SIGNED BY COMPETENT AUTHORITY)**

**Place:**

**Dated:**

Official seal of the Contractor.

**Undertaking**

I, \_\_\_\_\_ Proprietor / Partner / Director of \_\_\_\_\_ do hereby declare and undertake as under:----

- (i) That in the capacity of independent contractor by M/s. Central UP Gas Limited, Kanpur, I have complied with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 in holding a valid licence under the Act and the Rules thereto. I have paid the wages for the period from \_\_\_\_\_ to \_\_\_\_\_ during contract works to all employees as per the minimum wages and no dues are payable to any employee.
- (ii) That I have covered all the eligible employees under Employees Provident Fund and Miscellaneous Provisions Act and the Employees State Insurance Act and deposited the contributions under our code numbers for the period and as such no amount whatsoever is payable.
- (iii) I further declare and undertake that in case any liability pertaining to my employees is to be discharged by the principal employer for any lapse, I undertake to reimburse the same from my dues as payable.

Stamp, Name & Signature of the Contractor