

## **INDEMNITY BOND FOR GUARANTEED PERFORMANCE**

***This deed of Indemnity executed on [DATE] at [PLACE] by \_\_\_\_\_ having its registered office at \_\_\_\_\_, through Mr. \_\_\_\_\_ as the authorized representative, hereinafter referred to as the 'Indemnifier', the expression which shall, unless repugnant to the context or meaning thereof, include its administrators, successors, representative and assignees in favour \_\_\_\_\_ having its registered office at \_\_\_\_\_, through Mr. \_\_\_\_\_ as the authorized representative, hereinafter referred to as the 'Indemnified', the expression which shall, unless repugnant to the context or meaning thereof, include its administrators, successors, representative, and assignees.***

***WHEREAS the indemnified herein has awarded to the Indemnifier herein a Purchase Order No. \_\_\_\_\_ valued at Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the supply of \_\_\_\_\_ on terms and conditions as mutually agreed by the parties.***

***WHEREAS, a clause of the above mentioned Purchase Order provides for the guarantee (i.e.) for the products supplied by the Indemnifier to the Indemnified, to be free from any defect subject to faulty material or workmanship for a period of twelve (12) calendar months from the date of commissioning of the Purchase Order. The Indemnifier hereby irrevocably agrees to indemnify the indemnified in the event of any defect subject to faulty material, workmanship or any defect which may arise in the delivered due to the shortcomings of the Indemnifier for the said period of twelve (12) calendar months from the date of commissioning of the Purchase Order. The indemnifier shall as may be deemed necessary repair the defective products at the site, free of cost, within a reasonable time specified by the indemnified or shall reimburse the pro-rata cost of the products to the extent as per the Purchase Order, or shall deliver spares for the defective portion only free of cost at the site with respect of the Purchase Order.***

**PLACE: \_\_\_\_\_**

**DATE: \_\_\_\_\_**

**(Signature with Name and Designation)**

**(Company Seal)**

**WITNESS:**

**1...**

**2...**