

ANNEXURE-IV OF TENDER DOCUMENT

INDEMNITY BOND

**The President of India
Through**

THIS INDENTURE made on this day _____ by M/s. (Duly registered under the Indian Co. Act. 1956) and having its registered office at _____, hereinafter called the contractor (which expression shall include its successors) in favour of the President of India acting through-----
_____ Railway, hereinafter called the Purchaser (which expression shall include his successors and assignees).

WHERE AS under the formal order/contract specified in schedule, I/We have agreed to supply mono block concrete sleepers to the President of India (hereinafter called the Purchaser) at the time and place and in the manner detailed there in.

WHERE AS purchaser agreed to accommodate the contractor in case in which the purchaser thinks fit by making 90% payment of value of Mono block PSC Concrete Sleepers which have been inspected and passed by the Purchaser or his nominee.

In consideration of such payment I/We am/are hereby is/are expressly prepared to accept certain liabilities as herein after set out but such liabilities shall not affect the passing of the sleepers concerned to the purchaser.

NOW, I/We hereby agree, declare and undertake as follows:

- (i) I/We shall remain absolutely responsible for the safe custody and protection of _____ sleepers, which were inspected and passed by the Railway Authority by IC No. _____ dated _____, but could not be dispatched due to non availability of wagons against all risk whatsoever, till those are dispatched under the above mentioned contract and duly delivered. The President of India, however, shall be kept indemnified against any losses and/or damage to the said sleepers. The said sleepers shall however, be at all time open to the inspection by officer who may be authorized on behalf, by the purchaser or his nominee.
- (ii) Details of quantity which will be loaded in my/our siding as per challan will be submitted by me/us to the consignee direct and if any discrepancy is noticed on receipt of Mono block Concrete Sleepers at the destination, the cost of quantity in deficit will be realized from my/our 10% bills.

- (iii) The said number of sleepers shall be loaded and dispatched correctly as per the inspection note and that no broken or un-passed sleepers, not conforming to the specification/drawings mentioned in the formal contract shall be dispatched and then in such case we shall be liable for the entire loss or damage that purchaser may sustain due to the dispatch of such broken/un-passed sleepers and I/We undertake to indemnify the purchaser against all such loss and damage and shall replace at my/our cost any of such broken/un-passed sleepers as may be dispatched by us aforesaid.
- (iv) In the event of any loss or damage as aforesaid the assessment of such loss or damage and assessment of the compensation therefore would be made by the General Manager, _____ Railway or his authorized nominee from our 10% bills and the said assessment shall be final and binding upon us.
- (v) Provided always that notwithstanding anything contained in the formal, order/contract, the President of India will be fully entitled to realize all dues against me/ us under orders/contracts specified in the schedule or other contracts between myself/ourselves and the President of India without prejudice due by any other lawful means.

THE SCHEDULE

Railway Board's acceptance letter No. _____ dated _____ and
_____ Railway contract Agreement No. _____ dated _____ for
manufacture and supply of Mono block PSC Concrete Sleepers.

Witness:

*Signature of the Contractor /supplier:

Address:

Dated:

Name:

Address:

Dated:

accepted

For and on behalf of the President of India.

Acceptance on behalf of the President of India should be by an officer authorized under Article 299 of the Constitution.