

ANNEXURE -V OF TENDER DOCUMENT

INDEMNITY BOND

BY THE PRESENT INDEMNITY BOND executed by M/s -----
----- on this -----
----- day of -----20---- (hereinafter called contractor) in
favour of President of India/(Name of the person who has signed the agreement) -----
----- (hereinafter called the purchaser).

2. WHEREAS – The Contractor has agreed with the purchaser to manufacture and supply PSC mono block Line Sleepers to the Railway Administration in pursuant to and in terms of a contract evidenced by the -----.

3. AND WHEREAS pursuant to the said contract, the contractor(s) commenced dispatches of sleepers on ----- and completed dispatches by -----
--.

4. AND WHEREAS under ----- of the said contract for the supply of PSC monoblock Line Sleepers payment for the delivery of stores was/is to be made as follows:

Balance 10% of the price of each consignment will be paid on proof of dispatch and on submission of a Bond for 25% of the value of Stores supplied covering the warranty period as per warranty clause. Consigner's certificate shall be enclosed with 10% bills. In case 90% payment as laid down in **clause -----** above is not sought, 100% of price of each consignment will be paid on proof of dispatch of Stores and on submission of Indemnity Bond.

5. AND WHEREAS 90% payment in respect of the Stores inspected has already been paid by the -----Railway to the contractor, vide Cheque No.-----
dated -----Rs.-----.

6. AND WHEREAS the contractor submitted one of his bills being bill No. -----
of -----Rs.-----for the 10%
(i.e. balance amount) of the value in respect of stores dispatched by him through Railway Wagon
No. ----- booking under RR No. ----- to the consignee
thereof namely the-----.

7. AND WHEREAS the Purchaser has agreed to pay the amount of Rs ----- (in
words)-----being the
10%/100% of the said bill No.----- upon the Contractor subject to
execute an indemnity bond in the manner hereafter provided in the para ----- of the contract.

8. NOW THEREFORE through this indenture, the Contractor hereby covenants with the
Purchaser that the Contractor shall at all times hereinafter well and sufficiently indemnify and
keep indemnified the Purchaser, his successors and assignee for an amount -----
------(25% of the value of stores supplied) from and against such damages, loss and costs,
charges and expenses, whatsoever that may be caused and incurred by the said Railway
Administration on account of the short or non-receipt of the said stores said to have been
dispatched by the said wagon No. -----under the said RR No.-----
----- to the said consignee or on account of the said goods if delivered in whole or
in part not being according to the specification and requirements of the said contract and in the
event of such short or non-delivery or delivery of the goods in whole or in the part being not in
accordance with the specifications and requirements of the contract, the Contractor shall pay to
the purchaser on intimation to the amount as may be equal to the price of the said goods so short
received or not being according to the specifications or requirements as aforesaid and also all
other loss that the Purchaser may incur or suffer on account thereof the decision of -----
----- Railway as to the exact amount of such loss including the price of the goods short
delivered or of the goods but not in accordance with the specifications or requirements of the
said contract as aforesaid being final and binding on the Contractor together with all costs,
charges and expenses that the Purchaser may incur for the recovery of the said amount and loss.

AND IT IS HEREBY guaranteed by the contractor that PSC Sleepers which the
contractor has supplied have been manufactured fully in accordance with the specifications and
its design shall strictly follow the “as made” detailed drawing with such specifications as are
notified in respect of each type. The contractor further guarantees that the PSC Sleeper shall be

free from defects in material and workmanship. The contractor shall be liable to arrange the necessary replacements of the defective sleepers free of any charge only to the extent that such replacements are attributable to or arise from faulty workmanship or material or design in the manufacture of the sleepers. All replacements shall be made free of cost at destination. If the contractor so desires, the replaced sleepers can be taken over by him for disposal as he deems fit, within a period of three months from the date of receipt of the replacement of defective sleepers by the purchaser. At the expiry of this period, no claim in this respect shall lie on the purchaser.

IT IS AGREED that any approval or acceptance by the purchaser of the sleepers or of the materials incorporated therein shall not in any way limit the contractor's liability hereunder. The decision of the purchaser in regard to contractor's liability under this guarantee shall be final and conclusive. All replacements that the purchaser shall call upon the contractor to deliver under this guarantee shall be delivered by the contractor within three months from the date of intimation of such rejection of defective sleepers. If the contractor fails to replace the defective sleepers within the said period, the cost of the said sleepers at the rate stipulated in the contract shall be recovered from the payments due to the contractor.

WHEREAS IT IS AGREED that the guarantee herein contains shall expire in respect of each sleeper on the expiry of 5 years from the date of the delivery or 3 years from the date of its placing in service whichever is earlier except in respect of defects notified to the contractor prior to the expiry of such date.

9. AND IT IS HEREBY agreed between the parties hereto that the Purchaser shall be entitled to recover or adjust the cost of such replacements as aforesaid or the guaranteed amount ----- (25% of the price of stores supplied) whichever is less out of or from the moneys, if any, payable to the Contractor in respect of the said Contract or any other contracts subsisting between the Contractor and the purchaser.

10. IN WITNESS WHEREOF the contractor has put his seal on -----
.....'

IS HEREINTO affixed pursuant to a resolution, dated -----passed
by the Board of Directors of the said Company in the presence of:

1. Shri

2. Shri

Signature of the Contractor

Firm's Name: M/s. _____

(Stamp)

Witness:

1)

2)

----- **Railway**

FOR AND ON BEHALF OF THE PRESIDENT OF INDIA