

Annexure-B

FORMAT FOR INDEMNITY BOND

This deed of Indemnity executed by M/s. \_\_\_\_\_ hereinafter referred to as 'Indemnifier' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favor of "Chief Workshop Manager, Mechanical Workshop, North Eastern Railway, Nanital Road, Izzatnagar, Bareilly, UP 243122, India", hereinafter referred to as the 'Indemnified' which expression shall unless repugnant to the context or meaning thereof, include its successors and assignees witnesses as to.

Whereas the Indemnifier herein had participated in a open tender for the supply of \_\_\_\_\_ (machine name) which is opened on \_\_\_\_\_ (date) on terms and conditions set out interalia in the Tender Document.

And whereas, indemnifier hereby irrevocably indemnify the indemnified that,

1. Machine is designed for a life of 20 years with regular maintenance and all the structural members of the machine should be guaranteed for 20 years against cracks, breakages etc. during the course of normal operations from the date of commissioning whichever is earlier of the stores supplied by the Indemnifier to the indemnified.
2. The supplied machine/plant is free from defects and faults in design, material, workmanship and manufacture and is of the highest grade and in full conformity and consistency with the contract specifications and with the international and national established standards applicable for Manufacturing, Operation and Maintenance of the supplied machine/plant.
3. Warranty covers the complete machine/plant along with all concomitant accessories, any other accessory, electrical components, bought out assemblies/parts of machine, including Civil Construction Work done by the firm e.g., Foundation, STP, ETP plant, etc. and that the firm shall repair/replace any part/component/accessory found faulty at any stage during warranty period promptly and to the satisfaction of purchaser.
4. Indemnifier will take over the Comprehensive Annual Maintenance Contract of supplied machine/plant for a period of five years after the expiry of warranty period at rates finalized in tender stage without any precondition. shall the indemnified decides to exercise the option of entering into Comprehensive Annual Maintenance Contract as per clause 16 of tender specifications.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that in the event of the said machine not achieving the life guarantee, the indemnifier shall as may be deemed necessary repair the defective machine at site, free of cost, within a reasonable time specified by the indemnified or reimburse the pro-rata cost of the machine to the extent a life not achieved as per the guarantee, or supply a spare stores for the defective portion only free of cost at site.

Witness 1:  
(Signature with Name, Designation & Address)

Bidder's authorized signatory with seal  
Station:  
Date:

Witness 2:  
(Signature with Name, Designation & Address)

SSE/M&P

SSE/PM

Dy. CME/Plant

AWM-II

SSE/MTS

SSE/BG CRS

उप मुख्य यांत्रिक इंजीनियर (प्लान्ट)  
Dy. Chief Mech. Engineer (Plant)  
पू०उ०रे० यौ० कारखाना, इज्जतनगर  
N.E. Rly. Mech. W/Shop. Izzatnagar