**INDEMNITY BOND FOR GUARANTEED PERFORMANCE**

This deed of Indemnity executed on\_\_\_\_\_\_\_\_ at\_\_\_\_\_\_\_\_\_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’.

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, the terms of the Purchase Order referred to above provide for a guarantee (i.e.) that the goods supplied by the Indemnifier to the Indemnified shall be free from any defect which is subject to defective content or workmanship for a period of twelve (12) calendar months from the date of the Purchase Order.

The indemnifier hereby irrevocably agrees to indemnify the indemnified from twelve (12) calendar months from the date of commissioning of the Purchase Order, in the event of any defect which is subject to defective material, workmanship or any defect which may occur in the delivery due to the deficiencies of the indemnifier for that time.

The indemnifier shall, as may be considered appropriate to repair the defective goods on site, free of charge, within a fair duration defined by the indemnified party, or shall pay the pro-rata cost of the products to the exchange as per the Purchase Order, or shall produce the spares of the defective component only free of charge on site in compliance with the Purchase Order.

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

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

(Signature with Name and Designation)

(Company Seal)

WITNESS:

1…

2…