

INDEMNITY BOND FOR FREE ISSUE MATERIALS

THIS deed of Indemnity made on this ---- day of ----- between **The Managing Director, BrahMos Aerospace Thiruvananthapuram Ltd (BATL), Chackai, Beach P.O, Thiruvananthapuram, Pin:695 007, Kerala** (hereinafter called the `Purchaser') of the first part and M/s. ----- a firm registered under the Companies Act and having its Registered Office at ----- (hereinafter called the `Contractor') of the second part.

WHEREAS the Purchaser has placed a Purchase Order bearing No. ----- dated ----- on the “Contractor” for ----- for a total amount of Rs.----- (Rupees ----- Only) on the terms and conditions mentioned in the said contract and which have been mutually agreed upon by the parties thereto, and in consideration of the said contract.

WHEREAS the Contractor has agreed to execute an Indemnity Bond for the safe custody of free issue materials of value Rs.----- (Rupees -----
----- Only) to be supplied free of cost to the Contractor by the Purchaser till the material is used for the Fabrication of the said stores and delivered to the Purchaser along with the balance materials as per the terms of Contract.

Now this deed witness that in pursuance of the said agreement and in the premises, the Contractor agrees to indemnify the purchaser and at all times to hold himself or liable for all the damages, loss due to pilferage, fire or negligence on the part of the Contractor's employees or from whatever cause with all loss, interest, charges and expenses, incurred by the said Purchaser on account of the cost of the material kept in safe custody of the Contractor.

It is in terms of the said Contract and this deed of Indemnity that the material is issued to the Contractor for the safe custody, therefore shall be deemed to be the

property of the Purchaser. It is hereby agreed that the Contractor shall be liable for all injury, losses and damage that may be caused to the material from whatsoever cause and further that the contractor shall not part with or deliver possession of the same materials to any other party or person in compliance with and in performance of/and provision of the Contract, in respect of which this Indemnity Bond has been executed, the Contractor having undertaken to deliver the said stores with balance raw material and scrap complete in all respects in compliance with the terms of the contract.

It is in the terms of the said Contract and this deed of Indemnity Bond that the Contractor/firm will bear the cost of maintenance, repair and preservation of the materials supplied by the Purchaser.

It is agreed by the Contractor, in terms of this Indemnity Bond that the decision of The Managing Director, BrahMos Aerospace Thiruvananthapuram Ltd (BATL), Chackai, Beach P.O, Thiruvananthapuram, Pin:695 007, Kerala in case of any dispute will be binding on the Contractor/firm. Also BATL further reserves the right in terms of this Indemnity Bond to take the material supplied back from the Contractor without bringing any reasons.

This bond and the trust hereby created shall remain valid and binding on the contractor till the order is completely executed from the date of signing this bond. The Purchaser shall reserve the right to further extend the period of the bond till the contract is executed to supply the item so developed under the terms of contract agreement.

It has been mutually agreed that the stamp duty on this deed of Indemnity Bond shall be paid by the Contractor/firm.

In witness whereof the parties hereunto have set their hands to this deed on the day and year herein above mentioned.

For -----

AUTHORIZED SIGNATORY

Name

Signature

Witness No. 1. -----

Witness No. 2. -----

For and on behalf of the PURCHASER

Witness No. 1

Witness No. 2

Authorized attorney