**FORMAT OF INDEMINITY BOND FOR GUARANTEED PERFORMANCE**

**(To be furnished in Stamp paper as per Stamp Act)**

**(At present not less than Rs. 100/- stamp paper)**

*This deed of Indemnity executed by ……………………………………………hereinafter referred to as 'Indemnifier ' or 'Contractor' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of Tata Memorial Hospital, hereinafter referred to as the 'Indemnified' or 'Purchaser' which expression shall unless repugnant to the context of meaning thereof, include its administrators, successors and assignees.*

*Witness as to:*

*Whereas the Purchaser herein has awarded to the Contractor herein a contract for the running of Laundry at Tata Memorial Hospital (Tata Memorial Centre), Dr. E. Borges Marg, Parel, Mumbai 400 012, on terms and conditions set out inter alia in the Purchaser's contract/Award no.………………………… for a contract valued at Rs. …………… (Rupees ……………………………….only) and whereas, clause \_\_\_\_\_\_\_\_\_\_\_\_ of the above mentioned contract/Award provides for an indemnity bond to be given to the Indemnified.*

*The indemnifier hereby irrevocably agrees to indemnify the indemnified against all or any liabilities arising out of conducting the contract towards the employees of the contractor assigned for carrying out the job of running the laundry from time to time at Tata Memorial Hospital, including the quantum and payment of salaries, allowances, statutory liabilities and any other payments to the contractors employees or on behalf of the contractor's employees or on behalf of the Indemnifier shall be the sole responsibility of the Indemnifier.*

*The indemnifier further irrevocably agrees to indemnify the indemnified against any liability and/or penalty by whatever name it may be called arising out of any demand for or on behalf of the employees of the contractor, or on account of any demand by any statutory authorities. This indemnity shall be in force for a period of five years after the end of the date of the contract period or one year after the end of any litigation arising out of this contract whichever is later.*

*Name the Indemnifier :*

*Designation :*

*Name and address of the contractor :*

*WITNESSES*

*1.*

*2.*