

(To be executed on Non-Judicial Stamp Paper of requisite worth)
(Duly notarized)

INDEMNITY BOND.

BY THIS DEED OF INDEMNITY BOND, I/We Shri _____ S/o _____ and Shri _____ S/o _____, Proprietor/Partner/Director carrying on business under the name and style of M/s _____ at _____ (hereinafter called "the supplier" which expression shall unless the contest requires otherwise include each of them and their respective heirs, executors, administrators and legal representatives) firmly bond un to South Eastern Coalfields Limited a company registered under the Companies Act, 1956, having its registered office at Seepat Road, Bilaspur (CG) (hereinafter called "the company" which expression shall includes its successors and assigns) in the sum of Rs. _____ (Rs. _____) to be paid to the said company.

Signed with our seal this _____ day of _____.

WHEREAS, the company awarded the work for supply of _____ vide order bearing No. _____ dated _____ for _____ and such supplier was required to submit the security deposit for a sum of Rs. _____ with the company.

WHEREAS, it was one of the conditions of the said order/NIT that the Security deposit deposited by the supplier would be refunded to the supplier after successful compliance and/or complying the obligations in terms of the said order or is to be refunded to un successful bidders against the NIT.

WHEREAS, the supplier had deposited a sum of Rs. _____ (Rupees _____) by Demand Draft No. _____ dated _____ on _____ Bank with the company and the receipt bearing No. _____ dated _____ was kept with the supplier.

WHEREAS, the supplier approached the company for refund of the SD and it is found that the original cash receipt bearing No. _____ dated _____ is missing or it is found that the supplier/contractor has lost the original cash receipt bearing No. _____ dated _____.

WHEREAS, the company desired that an Indemnity Bond be executed by the supplier.

AND WHEREAS, the supplier has agreed to execute the Indemnity Bond in favour of the Company before getting refund of the Security Deposit from the Company on terms herein after contained.

NOW THIS DEED OF INDEMNITY witness that in consideration of payment of Rs. _____ (Rupees _____) towards refund of security deposit by the company to the supplier, the supplier bind himself /themselves and under take to indemnify the company against all proceedings, claims, expenses, liabilities whatsoever which maybe taken or made against or incurred by the company, by reason of refund of the aforesaid security deposit.

It is further provided that, if for any reason it is found that, said amount is not refundable, the supplier shall refund/deposit the amount to the company on demand without demur forthwith together with the interest on the said amount at the prevalent bank rate. It is also further provided that if the above receipt is found in future, the supplier/contractor will submit/return to the company forthwith.

In witness whereof, the supplier set their hands on the day, month and year mentioned herein above.

(Signature)

Witness:

- 1)
- 2)

Note : Delete which ever is not applicable.

Instructions and requirement of documents in support of Indemnity Bond for the purpose of release of EMD from SECL on loss of original money receipt.

1. The executant of Indemnity Bond must be an authorized person to execute the same. In support of authorization documents required are as under :-
 - a) Power of Attorney duly notarized by the Notary Public given by Proprietor, Director and Partner as the case may be, who is authorized to execute the power of attorney on behalf of the company.
 - b) Resolution of Board giving power to the person executing power of attorney.
 - c) Memorandum of Article of Association.
 - d) Deed of Partnership.
 - e) Documents confirming the Proprietorship.

Note: The list is not exhaustive but illustrative. Further scrutiny of the Indemnity Bond shall depend on specific conditions of the case.