

**FORMAT OF INDEMNITY BOND FOR PERFORMANCE (Civil Works)**

This Indemnity Bond executed by Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called "the Contractor" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) in favour of Mazagon Dock Limited, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns).

Whereas the Company herein has awarded to the Contractor a contract of Rs.....(Rupees.....only) for the civil works of \_\_\_\_\_ on terms and conditions set out ,inter-alia, in the contract no.....

And Whereas, clause/s of the above mentioned contract provides for guarantee to the Company against all losses, damages, expenses or otherwise that may be caused to or suffered by the Company by reason of any breach by the Contractor of any of the terms and conditions of the said contract and / or performance thereof.

Now in Consideration of the Company having agreed that the Contractor shall furnish a security for the performance of the Contractor's obligations and /or discharge of the Contractor's liability in connection with the said contract and the Company having agreed with the Contractor to accept Indemnity Bond, we the Contractor hereby irrevocably agree and undertake to indemnify the Company from time to time and shall forthwith on demand pay to the Company to the extent of Rs.....being the -----% of the contract value-----in accordance with the said contract against any loss or damage cause to or suffered by the Company by reason of non performance and non-fulfillment and non-fulfillment or for breach on the part of the Contractor of any terms and conditions of the said contract.

We, the Contractor further agree that the amount demanded by the Company as such shall be final and binding on us as to the Contractor's liability to pay and the amount demanded. We the contractor agree that the Company shall have the right to recover amount demanded, without prejudice to any other remedies available, by deducting from any sum at any time hereafter becoming due/already due to the Company under this or any other contract.

We the contractor, undertake to pay the Company the amount so demanded on first demand without any demur.

We, the Contractor further agree that this indemnity shall remain in full force and effect till as per terms and conditions of the aforesaid contract, all construction of \_\_\_\_\_ is completed by the Contractor.

Signed, sealed and delivered by

Date:

Signature of the Contractor with official seal.....

Witness:

1. (Name & signature)  
(Address)
2. (Name & signature)  
(Address)

**Note:** The above Indemnity bond is to be drawn up by the contractor on non-judicial stamped paper of value Rs. 200/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States. The value of stamp paper to be confirmed from Legal Department, MDL.