

Annexure 8 – Deed of Indemnity

Pro-forma for Deed of Indemnity

This deed made on the _____ day of _____, 2018 **BETWEEN**
_____ **a Company incorporated**
under the Companies Act, 1956/2013 having its registered office at
_____ (hereinafter referred to as
“the Indemnifier” which expression shall unless excluded by or repugnant to the context,
be deemed to mean and include its assigns, administrators and successors) of the ONE
PART;

AND

Central bank of India a body corporate, constituted under the Banking Companies
(Acquisition and Transfer of Undertakings) Act, 1970, as amended from time to time
having its Head Office Chander Mukhi, Nariman Point, Mumbai (hereinafter referred
to as “the Bank/Bank”, which expression shall unless excluded by or repugnant to the
context be deemed to mean and include its assigns, administrators and successors) of the
OTHER PART

WHEREAS

1. The Indemnifier has

A. Offered to implement proposed hardware and software equipment in terms of the
Service Level Agreement (SLA) dated _____ during the entire contract period of
..... Years. The implementation and support services of hardware and software
equipment by the Indemnifier is hereinafter referred to as “**Supply and Support Services**”.

B. Agreed to install and provide comprehensive maintenance for the equipment, materials
used and workmanship by them in terms of the Service Level Agreement (SLA) dated
_____ and respective Purchase Order/s -----issued from time to time,
if required, at the discretion of the BANK. (The installation and maintenance are herein
after collectively referred to as “**Service/s**”).

C. Represented and warranted that the aforesaid supply/services offered to the BANK do
not violate any provisions of the applicable laws, regulations or guidelines including legal
and environmental. In case there is any violation of any law, rules or regulation, which is
capable of being remedied, the same will be got remedied immediately during the
installation, maintenance and contract period to the satisfaction of the BANK.

D. Represented and warranted that they are authorized and legally eligible and otherwise
entitled and competent to enter into such Service Level Agreement (SLA) with the BANK.

2. One of the conditions of the aforesaid Agreement is that the Indemnifier is required to
furnish an indemnity in favour of the BANK indemnifying the latter against all claims,
losses, costs, actions, suits, damages and / or otherwise arising due to or on account of
Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable
laws, regulations, guidelines during the Supply / Services to the BANK as also for breach
committed by the Indemnifier on account of misconduct, omission and negligence by the
Indemnifier.

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3. In pursuance thereof, the Indemnifier has agreed to furnish an indemnity in the form and manner and to the satisfaction of the BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of the BANK having agreed to award the aforesaid contract to the Indemnifier, more particularly described and stated in the aforesaid SLA, the Indemnifier does hereby agree and undertake that:-

(1) The Indemnifier shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, notifications guidelines, on account of misconduct, omission and negligence and also from the environmental damages, if any, which may occur during the contract period.

(2) The Indemnifier further agrees and undertakes that the Indemnifier shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.

(3) The Indemnifier further agrees to provide complete documentation and data of all equipment/accessories and other software, they are having. The Indemnifier shall also indemnify and keep indemnified the BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments in this regard whether applicable under Indian Jurisdiction or Foreign Jurisdiction.

(4) If any additional approval, consent or permission is required by the Indemnifier to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

(5) The obligations of the Indemnifier herein are irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

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(6) The obligations of the Indemnifier under this Deed shall not be affected by any act, omission, matter or thing which would reduce, release the Indemnifier from any of the indemnified obligations under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to the BANK).

(7) This indemnity shall survive the aforesaid Service Level Agreement (SLA).

(8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.

(9) This indemnity shall be governed by and construed in accordance with the laws of India. The Indemnifier irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Indemnifier in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction by way of suit on the judgment/decree, a certified copy of which shall be conclusive evidence of the judgment/decree, or in any other manner provided by law. By the execution of this indemnity, the Indemnifier irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) The BANK may assign or transfer all or any part of its interest/claim herein to any other person. The Indemnifier shall not be entitled to assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the BANK.

IN WITNESS WHEREOF the parties herein have set their hands unto these presents the day, month and year above written

Witness:

1)

(Seal and Signature of indemnifier)

2)

(Seal & signature of the authorized signatory of the Bank)

Note: The said indemnity shall be affixed with the applicable stamp duty.