**Annexure 17 – Deed of Indemnity**

(To be submitted by the Successful Bidder on Rs.500/- stamp paper)

ThisDeedofIndemnityexecutedatMumbaionthe dayof two thousand……….byM/s <insert name of the Successful Bidder> (hereinafterreferredtoas“theObligor”whichexpressionshallunlessitberepugnanttothecontext,subjector meaningthereof,shallbedeemedtomeanandincludesuccessorsandpermittedassigns);

## IN FAVOUR OF

Cent Bank Home Finance Ltd., a company registered and incorporated under the Companies Act, 1956 (1 of 1956) and a housing finance company registered with the National Housing Bank (NHB)having its Corporate office atMumbai, Corporate Office: Central Bank of India, Mumbai main office building, 6th Floor, MG road, Fort, Flora Fountain, HutatmaChowk, Mumbai 400023**.**(hereinafter referred to as “CBHFL” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

Now, CBHFLand Successful Bidder wherever the context so permits, shall hereinafter collectively refer to as the “Parties” and individually as a “Party”.

**WHEREAS**,CBHFL vide RFP No.CBHFL / DT. called for the bids for engagement of Vendor for **“Supply and Management of Cloud Based Home Loans, Loans Against Property (LAP) and Fixed Deposits IT Solutions” at Cent Bank Home Finance Ltd.**M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have been appointed as the SuccessfulVendor.

1. The Obligorhas
   1. offered to supply product / service / solution & provide / carry out their commissioning for existing and proposed new branches /offices/ other locations of Cent Bank Home Finance Ltd (“Services”) asinclusivelystatedunderServiceLevelExpectationsandSpecificationsSystems&Solutions;
   2. represented and warranted that they have obtained all permissions, consents, licenses, registrations, confirmations, approvals from all authorities, both regulatory and non-regulatory, including statutory or otherwise, local, municipal, governmental, quasi-governmental, as are required under Applicable Laws for executing the Services to CBHFLand also represented and covenanted that all above approvals shall remain in force during contractperiod;
   3. represented and warranted that the aforesaid Services offered to CBHFLdo 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 to the satisfaction ofCBHFL;
   4. representedandwarrantedthattheyareauthorizedandlegallyeligibleandotherwiseentitledand competenttoenterintosuchcontract(s)withCBHFL;
2. CBHFL,relyingandbasedontheaforesaidrepresentationsandwarrantiesoftheObligor,hasagreedtoavail the services of the Obligor on the terms and conditions contained in its Contract dated (DD/MM/YYYY) (the Contract) with the Obligor;
3. One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favor of CBHFL indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to CBHFL over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by theObligor.
4. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of CBHFL as hereinafterappearing;

## NOW THIS DEED WITNESSETH AS UNDER:

**In consideration of CBHFL having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Contract, the Obligor do hereby agree and undertake that:**

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified CBHFL, 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 CBHFL by whomsoever and all losses, damages, costs, charges and expenses that CBHFL 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, guidelines, Intellectual Property Rights and also from the environmental damages, if any, which may occur during the contractperiod.
2. TheObligorfurtheragreesandundertakesthattheObligorshall,duringtheContractperiod,ensurethatallthe permissions, authorizations, consents are obtained from the local and/or municipal, statutory, regulatory and/orgovernmentalauthorities,asmayberequiredundertheapplicablelaws,regulations, guidelines, orders framedorissuedbyanyappropriateauthorities.
3. The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified CBHFL against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in thisregard.
4. If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, they shall procure the same and/or comply with the conditionsstipulatedbytheconcernedauthoritieswithoutanydelay.
5. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective ofthevalue,genuineness,validity,regularityorenforceabilityoftheaforesaidContract,theinsolvency,bankruptcy, re-organization, dissolution, liquidation or change in ownership of CBHFL or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge of or defense to an indemnifier.
6. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or toCBHFL).
7. ThisindemnityshallsurvivetheaforesaidContract.
8. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressedtoeitherpartyattheaddressstatedintheaforesaidContractandorasstatedabove.
9. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdictionofsuchCourt/Tribunalinanysuchaction,suitorproceeding.
10. CBHFL may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of CBHFL.

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Bid Document.

**IN WITNESS WHEREOF** the Obligor has signed these presents on the day, month and year first above written.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Company Seal)

(Date)

(Place)