

**18. FORM OF INDEMNITY-CUM-UNDERTAKING  
AGREEMENT [FOR REMOVAL / DISPOSAL OF  
SCRAP / SURPLUS MATERIAL]**

**18. FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT WITH REGARD TO  
REMOVAL/DISPOSAL OF SCRAP/SURPLUS MATERIAL**

**(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)**

**INDEMNITY-CUM-UNDERTAKING AGREEMENT**

THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT executed this .....day of..... 20 ..... between .....(Name of Company) ..... a Company /Partnership Firm / Proprietary Concern incorporated under the laws of ..... having its Registered Office(s) at ..... (Office Address) ..... hereinafter called the 'Contractor' (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its successors, administrators, executors and permitted assigns)

**AND**

M/s. ..... having its registered office at ..... (hereinafter referred to as 'Employer').

1. 'Employer' has awarded the 'Contractor', contract for execution of work ("Scope of Work") as mentioned in the contract agreement no. ..... dated ....., entered into between 'Employer' and 'Contractor', relating to ..... (Name & Address of Project/Station) ..... (hereinafter called 'the Project').
2. The 'Contractor' for the purpose of execution of its Scope of Work had from time to time procured and stored ..... (Details of Material) ..... at the Project Site.
3. After completion of the Scope of Work by 'Contractor', it has been identified that scrap ..... (Details of Scrap Material & its quantity) ..... and/or surplus ..... (Details of Surplus Material & its Quantity) ..... belonging to 'Contractor' is lying at the said Project Site.
4. Now, the scrap ..... (Details of Scrap Material & its Quantity) ..... and/or surplus ..... (Details of Surplus Material & its Quantity) ..... belonging to the 'Contractor', requires to be removed by 'Contractor' from the Project Site.

**NOW THEREFORE THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT WITNESSETH AS  
UNDER:**

1. That 'Contractor' by way of this Indemnity-cum-Undertaking Agreement requests 'Employer' to issue necessary exit gate pass(es) in favour of 'Contractor' for removal of scrap ..... (Details of Scrap Material & its Quantity) ..... and/or surplus ..... (Details of Surplus Material & its Quantity) ..... belonging to 'Contractor', from the project.
2. That as per Employer's procedure, 'Contractor' shall ensure loading of trucks for clearing of its scrap ..... (Details of Scrap Material & its Quantity) ..... and/or surplus ..... (Details of Surplus Material & its Quantity) ..... by itself, as aforesaid, under the supervision of CISF personnel.
3. That 'Contractor' in consideration of the premises above, for itself and its respective, executors, administrators and assigns, jointly and severally agree and undertake from time to time and at all times hereafter to indemnify 'Employer' and keep 'Employer' indemnified from and against all claims, demands, actions, liabilities and expenses which may be made or taken against or incurred by 'Employer' by reason of the issue of necessary gate pass(es) by 'Employer' and permitting 'Contractor' to remove scrap ..... (Details of Scrap Material & its Quantity) ..... and/or surplus ..... (Details of Surplus Material & its Quantity) ..... belonging to 'Contractor', from the project.

4. That 'Contractor' undertakes to indemnify and keep 'Employer' harmless from any act of omission or negligence on the part of the 'Contractor' in following the statutory requirements with regard to removal/disposal of scrap and surplus belonging to 'Contractor', from the Project Site aforesaid, by the 'Contractor'. Further, in case the laws require 'Employer' to take prior permission of the relevant Authorities before handing over the scrap and/or surplus to the 'Contractor', the same shall be obtained by the 'Contractor' on behalf of 'Employer'.

IN WITNESS WHEREOF, the 'Contractor' and the 'Employer', through their authorized representative, have executed these presents on the Day, Month and Year first mentioned above at .....  
(Name of the Place) .....

**For and on behalf of**

.....  
**(Contractor's Name)**

Signature .....

Name .....

Designation of .....

Authorised representative \*

**For and on behalf of**

.....  
**(Employer's name)**

Signature .....

Name .....

Designation of .....

Authorised representative \*

**WITNESS :**

1. Signature .....
2. Name .....
3. Address .....

**WITNESS :**

1. Signature .....
2. Name .....
3. Address .....

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\* Indemnity-cum-Undertaking Agreement are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity-cum-Undertaking Agreement , (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity-cum-Undertaking Agreement. In case of Employer, by the authorized representative of the Employer.