



BHEL, BHOPAL

**MEDICAL DEPARTMENT**

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**GENERAL TERMS AND CONDITIONS**

**REV. 00**

**NIT No. MED/Patient Care Services in Kasturba Hospital/M-02**

**Sub:- Patient care services in Kasturba Hospital, Habibganj, BHEL, Bhopal.**

**1.0 DEFINITIONS:-**

The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- 1.1 'BHEL'** shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorised Officers or its Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR'** shall mean the individual, firm or Company who enters into contract with BHEL for providing the services as per this Tender and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT'** shall mean and include the agreement, the work order, the accepted appendices of rates, schedules of quantities, if any, General Terms & Conditions of the Contract, Special Conditions of the contract, Instructions to Bidders, drawings, technical specifications, the special specifications, if any, & the Letter of Intent / acceptance letter issued by BHEL. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL in the letter of intent and incorporated in the Work Order.
- 1.4 'TENDER DOCUMENTS'** shall mean Instruction to Tenderers, General Terms & Conditions, Special Conditions and Price Schedule.
- 1.5 'LETTER OF INTENT'** shall mean the intimation by a letter / telegram / fax to the tenderer that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.6 'COMPLETION TIME'** shall mean the period specified in the Letter of Intent or date mutually agreed upon for completing the work / services stipulated in the work order to the satisfaction of the Engineer being of required standard and conforming to the specifications of the contract.
- 1.7 'APPROVED, DIRECTED or INSTRUCTED'** shall mean approved, directed or instructed by BHEL's authorised Executive.
- 1.8 'WORK' or 'CONTRACT WORK'** shall mean and include the work to be done by the Contractor as specified in the Tender documents.
- 2.0 'LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION'** The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

	<b>Prepared by</b>	<b>Approved by</b>	<b>Date of issue</b>
	<b>(D.C. Patnayak)</b>	<b>(Dr.A. Chamania)</b>	<b>07.01.2010</b>

**.12.2009**



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#### 3.0 ISSUES OF NOTICE

The Contractor shall furnish to the Engineer, the name designation and address of his authorised agent INCHARGE OF Project and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent or left at or posted to the address either of the contractor or his authorised agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

#### 4.0 FACILITIES TO BE PROVIDED BY BHEL

- 4.1 BHEL shall be providing seating arrangement with Auto Phone facility to the supervisor deployed by the contractor inside the factory premises.
- 4.2 BHEL shall be providing all assistance in getting the gate passes issued for the work men deployed by the contractor for entry into factory premises.
- 4.3 BHEL shall be providing an identified area inside the factory premises for keeping cleaning equipment, machineries and consumables. However the safety and security of these items shall be sole responsibility of the contractor.

#### 5.0 EARNEST MONEY

- 5.1 Every tender must be accompanied by the prescribed amount (as given in NIT) of Earnest Money Deposit in full, in the form of Account Payee Demand Draft issued by a Scheduled Bank/ Nationalised Bank in favour of Bharat Heavy Electricals Limited, Bhopal. Alternatively, the full amount may be deposited by the bidder in cash with the Cashier of Bharat Heavy Electricals Limited, Bhopal and cash receipt issued by him should be enclosed with the tender. Tenders received without Earnest Money in full or not in the manner prescribed above will not be considered.
- 5.2 The Earnest Money Deposit of the successful bidder will be retained towards part of Security Deposit.
- 5.3 In the case of unsuccessful bidder, the Earnest Money will be refunded after finalisation of the tender.
- 5.4 BHEL reserves the right of forfeiture of Earnest Money Deposit, in case the successful bidder who:
  - 5.5 After opening of tender revokes / withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions.
  - 5.5.1 Fails to communicate unqualified acceptance of work order within 15 days from the date of issue of work order
  - 5.5.2 Fails to submit 50% of the total security deposit before start of work.
  - 5.5.3 Fails to start the work as may be indicated in the work order.

#### 6.0 SECURITY DEPOSIT

Upon acceptance of tender, the successful bidder must deposit the required amount of security deposit before start of the work.

- 6.1 The total amount of Security Deposit shall be as follows:
  - (i) In the case of work costing upto Rs. 10 lakhs:- 10%.
  - (ii) Above Rs. 10 lakhs upto Rs. 50 lakhs:- 1 lakh + 7.5 % of the amount exceeding Rs. 10 lakhs.
  - (iii) Above Rs. 50 lakhs:- Rs. 4 lakhs + 5 % of the amount exceeding Rs. 50 lakhs.



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**a)** The **total Security Deposit** may be deposited with the cash office of BHEL.

**or**

**b)** 50% of Security Deposit in cash or in the form of Bank Guarantee in the prescribed proforma as per **ANNEXURE "B"**. Balance shall be recovered from running bills @ 10% of the value of each running bill commencing from first running bill itself till the full Security Deposit is made up. **The Bank Guarantee should be from any one of our consortium bank as per list enclosed at Annexure "C"**.

**6.2** Validity of the Bank Guarantee furnished towards Security Deposit under clause 6.1 b) above, shall be valid upto the period of completion of work as stipulated in the Letter of Intent+ 03 months as claim period and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee period.

**6.3** If the value of the work done at any time exceeds the accepted Contract value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor otherwise it shall be recovered from payments due to him. Failure to deposit the Security Deposit within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

#### **7.0 RETURN OF SECURITY DEPOSIT:**

If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, the full amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.

**8.0 INTEREST CHARGES:** No interest shall be payable by BHEL on Earnest Money, Security Deposit / or on any moneys due to the Contractor by BHEL.

#### **9.0 COMMENCEMENT & COMPLETION OF WORK**

The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay. No mobilisation charges of any kind are payable.

**9.1** At the time of mobilisation of work at site, the contractor is required to submit the Copies of following documents to site Engineer for verification:

**9.1.1** Bank Guarantee as per contract, if applicable.

**9.1.2** List of workmen and supervisor to be deployed at site. Mobile No. of supervisor is to be given

**9.1.3** Proper Labour Licence as applicable.



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- 9.2 If the successful bidder fails to commence the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract and no claim shall be entertained on this account.
- 9.3 The Earnest money and / or Security Deposit will stand forfeited without any further reference to the Contractor without prejudice to any of BHEL's other rights and remedies in this regard.
- 9.4 All the works shall be carried out under the direction and to the satisfaction of BHEL.

#### **10.0 VARIATION IN SCOPE OF WORK:**

The quantities shown in the BOQ may vary depending upon the requirement. BHEL reserve the right to increase or decrease quantities depending upon the final requirement. For such increment or reduction, the Contract price shall be adjusted based on the quoted unit price, which shall be valid for a variation of  $\pm 30\%$  of the total contract price.

#### **11.0 EXTRA WORK**

The Contractor shall, when requested by the BHEL, perform extra work and furnish extra material not covered under his scope of work. The Contractor shall be paid for all such work at mutually agreed rate. The contractor shall indicate per day man rate of their engineer, foreman, technician, wiremen, etc to carry out the extra work.

#### **12.0 RIGHTS OF BHEL**

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor to any compensation.

- 12.1 To get the work done through another agency at the risk and cost of Contractor, in the event of Contractor not starting the work in time, poor performance of work, persistent disregard of instructions of BHEL, assignment transfer, or subletting of the contracted work without written permission of BHEL, non-fulfilment of any contractual obligations etc. and to claim /recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action that may be taken.
- 12.2 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and / or by the departmental staff to suit BHEL's requirements.
- 12.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
- Contractor's continued poor performance, withdrawal from or abandonment of the work before the completion of contractual period.
  - Corrupt act of the contractor.
  - Insolvency of the contractor. Persistence disregard of the instructions of BHEL.
  - Assignment, transfer, subletting of the contract work without BHEL's written permission.



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- e) Non-fulfilment of any contractual obligations or obligations under the law. To effect recoveries from any amounts due to the contractor under this or any other contract or in any other from the moneys which BHEL is forced to pay to anybody due to contractors failure to fulfil any of his obligations.

**13.0** To deploy BHEL's skilled and/ or semi-skilled workmen in case of emergency / poor progress / deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the money due to the contractor.

#### **14.0 RESPONSIBILITIES OF CONTRACTOR.**

**14.1** The contractor should follow the prevailing industrial / labour laws as amended from time to time and shall also take all safety measures required during the execution of this order. The contractor shall provide all safety appliances required to his workmen deployed on job and shall ensure the use of the same meticulously.

**14.2** The Contractor shall be fully responsible for the performance of the equipment and workmen deployed by them. The work shall be executed strictly in accordance with the directions and instructions which shall be given to the Contractor by the BHEL from time to time.

#### **15.0 CONTRACT**

The Contractor will be required to sign a contract with BHEL on Non-judicial stamp paper as per **Annexure - "A"**. The cost towards agreement shall be born by the contractor.

#### **16.0 PROVIDING WORKMEN & SUPERVISORY PERSONNEL**

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc: -

- a) The contractor shall engage sufficient staff to deliver the job at required pace with quality and safety.** If unskilled workers are required to be engaged, the same shall be engaged, as far as possible, from local areas in which the work is being executed. Claim for idle labour/machinery due to non-issuance of passes for entry into factory premises will not be entertained as the primary responsibility lies with the contractor for arrangement of gate passes for their workmen and equipment/vehicle. The contractor is supposed to take advance action in this regard. During the continuance of this contract, the contractor shall have due regard to all local festival, religious events and other customs, in all his dealings with the local labour for the time being employed on or in connection with the work.
- b)** The Contractor shall comply with all local, state and central laws, statutory rules, Regulations, etc., such as the payment of wages Act, the Minimum Wages Act, The Workmen's Compensation Act, The Employer's Liability Act, The Industrial Disputes Act, The Employees Provident Fund Act, Employees State Insurance Scheme, The Contract labour (Regulations and Abolition) Act, 1970 and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tender of the Contract and having force or jurisdiction at work site.
- c)** The Contractor, in the event of the Contract engaging 20 or more workmen, shall obtain independent license under the Contract Labour (Regulations and Abolition) Act, 1970 from the concerned authorities based on the certificate (Form V) issued by the Principal employer.



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- d)** The contractor shall pay all taxes, frees, license charges which may be him or otherwise as deemed fit.
- e)** All safety rules and codes applied by BHEL shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment/material and work to be performed by him. The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- f)** The contractor shall ensure that no damage is caused to any person/any existing work/property of BHEL/other parties working inside the factory. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate the affected parties at his own cost.
- g)** All the properties/equipment/components of BHEL loaned with or without deposit, to the contractor shall remain the properties of BHEL. The contractor shall use such properties for the purpose of execution of this contract. The contractor shall return them in good conditions as and when required by BHEL. In case of non-return, loss, damaged, repairs, etc., cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.
- h)** The contractor shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to the acts of contractor/his personnel.
- i)** In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be mutually agreed upon.
- j)** The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative be furnished to BHEL for record purpose.
- K)** In case there is no specification laid down in the contract for a class of work, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- l)** Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems/dispute shall be separately discussed and settled without affecting the progress of work  
Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of contract and dealt with accordingly.
- m)** The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date-wise and category-wise.
- n)** Photo Identity pass for entry into Kasturba Hospital, BHEL, Bhopal would be required for all the persons deployed by the contractor. The contractor shall be arranging the passes and issue to their work men which they will wear while at work. Dy. Matrons, I/C. Sisters shall provide necessary guidance for the same. Hospital functions round the clock.
- o)** The contractor has to ensure that the people deployed by them restrict their movement in the area earmarked. For movement in area other than earmarked prior permission of ward I/C. or Doctor I/C. charge is required. The contractor shall abide by all the rules and regulations of the hospital and BHEL Bhopal.



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#### 17.0 STRIKES AND LOCKOUTS

- a) The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and, if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the work executed employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the contractor.
- b) For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

#### 18.0 FORCE MAJEURE

- a) The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar causes over which the Contractor has no control.
- b) If the Contractor suffers delay in the execution of the Contract, due to delay caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of the delay, provided the Contractor immediately reports to BHEL in writing the causes for the delay. The Contractor shall not be eligible for any compensation on account of any extension in time of completion given to Contractor due to force majeure conditions.

#### 19.0 Settlement of Disputes:

- 19.1 Except as otherwise specifically provided in the contract all disputes concerning questions of fact arising under the contract shall be decided by the engineer subject to a written appeal by the contractor to the engineer, whose decision shall be final to the parties hereto.
- 19.2 Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.
- 19.3 If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in relevant clause.

#### 20.0 ARBITRATION

- 20.1 All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.
- 20.2 The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
- 20.3 The arbitration proceedings shall be held at Bhopal.



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**ANNEXURE – "A"**

**CONTRACT**

**(TO BE ISSUED IN APPROPRIATE VALID NON – JUDICIAL  
STAMP PAPER ISSUED FROM STATE OF MADHYA PRADESH)**

THIS CONTRACT MADE THIS..... DAY OF ..... 200.... Between  
BHARAT HEAVY ELECTRICALS LIMITED, Bhopal (A Government of India Enterprise) a Company  
incorporated under the Companies Act 1956, having its registered office at BHEL House, Siri  
Fort, New Delhi – 110 049 (hereinafter called BHEL) of the ONE PART

AND

.....  
..... (hereinafter called the `Contractor') of the SECOND PART.

WHEREAS M/s ..... state that they have acquired and possess  
extensive experience in the field of .....  
and whereas in response to an Invitation to Tender No..... dated ..... issued by  
BHEL for the execution of ..... the Contractor submitted their offer dated.....  
And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified  
in the Letter of Intent No..... dated..... Read with the reference cited therein.

THIS AGREEMENT WITNESSESS AND it is hereby agreed by and between the parties as  
follows:

That the Contractor shall execute the work of .....  
and more particularly described in Tender specification (hereinafter called the said works) in  
accordance with and subject to terms and conditions contained in these presents, Instructions  
to Bidders, General Conditions of Contract, Special Conditions, annexures, Letter of Intent  
dated ..... and such other instructions, drawings, specifications given to him from time to  
time by BHEL.

The Contractor is required to furnish to BHEL Security Deposit in the forms of cash/approved  
securities / Bank Guarantee valid upto ..... for a sum of Rs..... (Rupees  
.....) towards satisfactory performance and completion of the  
Contract.

The Contractor has furnished a Guarantee bearing No..... Dated ..... for a  
sum of Rs..... (Rupees.....) executed by  
.....Bank in favour of BHEL towards Security Deposit valid up to.....(The  
Contractor has furnished to BHEL an initial Security Deposit of Rs..... in cash /Approved  
Securities/BG for Rs..... And has agreed for recovery of the balance security deposit by  
BHEL..... @ 10% of the value of work done from each running bill till the entire security  
deposit is recovered).

The contractor hereby agrees to extend the validity of the Bank Guarantee for such further  
period or periods as may be required by BHEL and if the contractor fails to obtain such  
extension (s) from the Bank, the contractor shall pay forthwith or accept recovery of Rs.....  
from the bills in one instalment and the Contractor further agrees that failure to extend the  
validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified  
above shall constitute breach of contract. In addition to above. BHEL shall be entitled to take  
such action as deemed fit and proper for recovering the said sum of Rs.....

That in consideration of the payments to be made to the contractor by BHEL in accordance  
with this Agreement the Contractor hereby convenience and undertakes with BHEL that they  
shall execute, construct, complete the works in conformity, in all respects, with the terms and  
conditions specified in this Agreement and the documents governing the same.



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That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the works to be executed by him.

That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within agreed time schedule, the time of completion being the essence of the Contract.

That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

That this Agreement shall be deemed to have come into force from the date on which the letter of intent has been issued to the Contractor.

That whenever under this contract or otherwise, any sum of money shall be recoverable from a payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

That all charges on account of Octroi, Terminal and other Taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194(C) of the Income Tax Act, 1961.

That BHEL shall be further entitled to recover from the running bills of the contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (where applicable) and any other dues owed by the contractor.

That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions here to contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

It is clearly understood by the between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the letter of intent shall prevail.

The following documents:-

- (a) Invitation to Tender No..... and the documents specified therein
- (b) Contractor's Offer No..... date.....
- (c) .....

shall also form part of & shall govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signature in the presence of:

(CONTRACTOR)

to be signed by a person holding a valid Power of Attorney

WITNESS: -1. ....  
2. ....

WITNESS: - For and on behalf of Bharat Heavy Electricals Ltd, Bhopal  
1. ....  
2. ....



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**ANNEXURE – “B”**

**MODEL FORM OF BANK GUARANTEE (FOR SECURITY DEPOSIT)  
(TO BE ISSUED ON APPROPRIATE VALID NON-JUDICIAL STAMP PAPER)**

In consideration of the Bharat Heavy Electricals Limited, having its registered Office at BHEL House, Siri Fort, New Delhi (hereinafter called BHEL), having agreed to exempt ..... (hereinafter called "the said Contractor (s)" from the demand, under the terms and conditions of the Agreement dated ..... made between BHEL and ..... for ..... (Hereinafter called "the said Agreement") of Security (name of work) deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs..... (Rupees ..... Only) We ..... at the (indicate the name of the Bank) (hereinafter referred to as "the bank") request of contractor(s) do hereby undertake to pay to BHEL and amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by BHEL, by reason of any breach by the said contractor(s), of any of the terms or conditions contained in the said Agreement.

We, ..... do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this guarantee without any demur, merely on a demand from BHEL, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BHEL by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)'s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We, ..... undertake to pay to BHEL any money so demanded (indicate the name of the Bank) notwithstanding any dispute or disputes raised by the Contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

We ..... further agree that the guarantee herein contained (indicate the name of the Bank) shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BHEL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BHEL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ..... we shall be discharged from all liability under this guarantee thereafter.

We ..... further agree with BHEL that BHEL shall have the fullest (indicate the name of the Bank) liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BHEL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the



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said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of BHEL or any indulgence by BHEL to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).

We, ..... lastly undertake not to revoke this guarantee during its  
(indicate the name of the Bank) currency except with the previous consent of BHEL in writing.

Dated ..... Day..... of 2010

For .....  
(indicate the name of the Bank)

Witness:

1. -----

2 -----

**Note :** The above format is drawn upon the model form jointly evolved by the Reserve Bank of India, the Indian Banker’s Association and the Ministry of Finance, Government of India as circulated by Indian Banker’s Association, Bombay vide their letter No. LA/14-61/7808 dated 1/5/1980 as such no deviations are acceptable.



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### ANNEXURE "C"

#### LIST OF CONSORTIUM BANKS

1. State Bank of India
2. ABN Amro Bank N.V.
3. Bank of Baroda
4. Canara Bank
5. Citi Bank N.A.
6. Corporation Bank
7. Deutsche Bank
8. HDFC Bank Ltd.
9. The Hongkong and Shanghai Banking Corporation Ltd.
10. ICICI Bank Ltd.
11. IDBI Ltd.
12. Punjab National Bank
13. Standard Chartered Bank
14. State Bank of Travancore
15. State Bank of Hyderabad
16. Syndicate Bank



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#### **INDEMNITY BOND**

##### **(TO BE ISSUED ON A NON-JUDICIAL STAMP PAPER OF AN APPROPRIATE VALUE)**

Whereas .....(Name of the contractor) having its registered office at..... has taken the contract for .....(name of the work) and the work has to be completed by the contractor himself/with the help of sub-contractors. But the contractor/sub-contractors have also to obtain licence under the contract Labour (Regulation & abolition) act 1970 and its rules, which can be granted if the Principal employer grants a certificate under form V of the said rules.

So on the request of .....(Name of the contractor) M/s Bharat Heavy Electricals Limited, Bhopal has agreed to issue certificate in Form-V in respect of the contractor/sub-contractors mentioned below. M/s .....(name of the contractor), therefore, undertake to fully indemnify M/s Bharat Heavy Electricals Limited, Bhopal from any financial implication whatsoever that may arise due to the grant of certificate in respect of themselves or their sub-contractors in Form-V under contract Labour (Regulation & Abolition) Act. 1970 and its rules.

- 1.
- 2.
- 3.

Further to above M/s .....(Name of the contractor) undertake to indemnify BHEL against -

- a) All claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises.
- b) Observance of Labour & Industrial Laws, including regular remittance to EPF and ESI.
- c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
- d) M/s .....(name of the Contractor) accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- e) All payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
- f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.

**Contractor**

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