



Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026

**NOTICE INVITING TENDER
FOR**

ANNUAL MAINTENANCE CONTRACT FOR TESTING MACHINES OF QUALITY SERVICES DEPT.

1. TENDER REFERENCE NO.	FS/PMG/AMC/QSTM – 01 DATE: 24.04.2018
2. NAME OF THE WORK	AMC FOR TESTING MACHINES OF QS DEPT
3. DURATION OF CONTRACT	TWO YEARS
4. ESTIMATED VALUE OF AMC	Rs 55,000/- plus GST for a period of two years
5. EARNEST MONEY DEPOSIT (E M D)	Rs 1,300/-
6. LAST DATE AND TIME FOR THE RECEIPT OF COMPLETED TENDER	BEFORE 13.30 HRS. ON 16.05.2018
7. DATE , TIME AND PLACE FOR TENDER OPENING	AT 13.30 Hrs. ON 16.05.2018 AT BHEL-EDN RECEPTION AREA
8. PLACE OF SUBMISSION OF COMPLETED TENDER:	TO BE DROPPED IN THE FS&T TENDER BOX (BOX NO. 7) KEPT IN THE RECEPTION AREA AT BHEL, ELECTRONICS DIVISION, MYSORE ROAD, BANGALORE – 560 026

Note: This tender document contains 11 pages including Instructions to bidders, Scope of work, Price schedule, Format for Indemnity bond etc. as follows. The bidder shall return the duly filled in Tender Documents after affixing signature and seal on all pages.

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Name of work: ANNUAL MAINTENANCE CONTRACT FOR TESTING MACHINES OF QUALITY SERVICES DEPT AT BHEL- EDN.

Section – I. GENERAL INSTRUCTIONS TO THE BIDDER

1. Sealed Tenders for the above noted work is hereby invited from Contractors experienced in works of similar kind and magnitude for the AMC of Testing Machines of QS department in **Section – II, Scope of work.**
2. The bidder should necessarily have their established service Centre / Office within Bangalore, with experienced service personnel to attend to any Emergency / Break down calls within 24 hrs. Please refer to Section II for scope of work, in reference. The offer shall be submitted in sealed envelope enclosing page 1 to 11, including Annexure – 1 & 2. The sealed envelope has to be super scribed with tender reference and tender opening date.
3. Tenders should be addressed to the Manager (Factory Services) Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026. The full name and address of the tenderer, the name of the work and date of opening should be indicated on the cover. Sealed tender should be dropped in the FS&T tender box (Box No. 7) kept in the Reception area at BHEL-Electronics Division, Mysore road, Bangalore-560 026 before **13.30 Hrs. on 16.05.2018**
4. The Tender shall be opened on **16.05.2018 at 13.30 Hours** at Reception area of BHEL, in the presence of bidders whosoever is present. No separate intimation will be given to bidders for techno-commercial bid opening. If in any case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.
5. All entries in the tender documents should be in one ink. Erasures and over writing are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned with proper indication of the name, designation and address of the person signing.
6. Bidders shall fill in all the required particulars in the Format for Technical & commercial terms (Annexure-1) & Price Bid (Annexure-2) provided for this purpose in the tender documents and also sign each and every page of the tender document before submitting tender.
7. Unit rates should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Paise with reference to each item / AMC value break up as shown in the attached **Price Bid (Annexure-2)**. The quarterly rate and the total value of contract including applicable GST shall be filled by the tenderers. The changes in GST rate due to statutory amendment of GST ACT during the course of contract will be paid as applicable.
8. In case the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.
9. (a) The rates quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening of tender.
(b) Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of the entire contract period in case his tender is accepted.
10. In the event of tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the later case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender
11. The tender will be opened in the presence of the tenderer or his authorized representative who choose to be present. If in any case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.

12. Goods and Services Tax (GST):

12.1 BHEL EDN GSTIN number is 29AAACB4146P1ZB. All invoices to contain BHEL GSTIN No.

12.2 The Bidder shall mention his GSTIN number in all quotations and Invoices submitted.

12.3 The Bidder shall also mention HSN (Harmonised System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.

12.4 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST,IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate copy.

12.5 Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.

12.6 Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.

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12.7 For invoices paid on Reverse charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.

12.8 In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied /leviable on BHEL.

12.9 In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/ leviable on BHEL.

- 13.** Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.
- 14.** Tenders submitted by post should be sent by “Registered Post with Acknowledgement Due”/Courier service. These should be posted/sent with due consideration for any delay in postal/courier delivery. Tenders received after the due date and time of opening of tenders are liable to be rejected.
- 15.** The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.
- 16.** The EMD may be submitted in following forms:

- a) Cash deposit as permissible under the extant of Income Tax Act (before tender opening only)
- b) Electronics fund transfer credited in BHEL account. (before tender opening only)
The link to make EMD payment is given below.
<https://www.onlinesbi.com/prelogging/collecthome.htm?corpID=5083>
Onlinesbi.com-> State Bank Collect -> Karnataka -> Industry -> Bharat Heavy Electricals Ltd. -> Others
- c) Banker's Cheque/ Pay Order/ Demand Draft In favour of BHEL (along with offer.)

Unless the Contractor whose tender is accepted, acknowledges the receipt of work order and sends acceptance letter within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of his tender withdrawn.

17. Security Deposit

The successful tenderer shall deposit Security deposit before start of work at the rate of 5 % of the total contract value inclusive of service tax.

EMD of the successful tenderer shall be converted and adjusted towards Security Deposit. Balance amount to make up the required Security Deposit of 5% of the contract value may be furnished in any one of the following forms as detailed in clause 17.1

- 17.1** Security deposit may be furnished in any one of the following forms
- I) Cash (as permissible under the Income Tax Act)
 - II) Local Cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer in favor of BHEL
 - III) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - IV) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. (FDR should be in the name of the contractor, A/c BHEL, duly discharged on the back.
 - V) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed / hypothecated/ pledged as applicable, in favor of BHEL)
(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
 - VI) Security Deposit can also be recovered at the rate of 10% from the running Bills. However in such cases, payment will be released only after collection / recovery of initial 50% Security Deposit from the first running bill.
- 17.2** Security deposit will be refunded to the contractor upon fulfilment of contractual obligations as per terms of the contract
- 17.3** The Security Deposit shall not carry any interest.

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18. If tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion cancel such tender. If a partner of the firm expires after the submission of the tender or/and after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character/s.
19. THE BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
20. If the tenderer deliberately gives wrong information in his tender, BHEL reserve the right to reject such tender at any stage. Further the tender will be liable for any damage caused.
21. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
22. Contractor shall produce necessary records, documents, explanation whenever he is called upon to by any Government agencies, VIGILANCE etc.
23. **ARBITRATION:** All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of BHEL-EDN, Bangalore. The award of the Arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be Bangalore in India. The award to be given by the arbitration shall be a speaking award. All questions, disputes, differences arising under out of or in connection with this contract shall be to the exclusive jurisdiction of Bangalore Courts.
24. The BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject the tender received without assigning any reason thereof.

25. General Terms and conditions:

- 25.1 Your service personnel shall abide by our security rules in obtaining pass for personnel. All the tools, instruments etc., required for this work are to be brought by the party. Tools and materials brought inside our premises shall be properly entered at security check post to enable you to take them back after use.

The party shall ensure the safety of their personnel and they must be provided with necessary safety equipment to carry out this type of work.
- 25.2 Any damage caused for our machinery or any other assets inside our premises by your staff shall be made good or replaced at your cost. The competent authority may also impose the penalty if the services are not found up to the mark. No claim from the contractor on this account shall be entertained.
- 25.3 The contractor shall indemnify BHEL for all liabilities under insurance & labor laws and all liabilities to third party due to their omission and commission on Rs.200/- Non Judicial stamp paper as described in Indemnity Bond format in page 10 & 11. The indemnity bond shall be executed immediately after acceptance of work order and the same in original should be submitted to BHEL

The contractor shall take necessary **workmen compensation insurance/ Medical Insurance policies** covering their employees entering BHEL premises against any mishaps / accidents within BHEL premises. The insurance policy validity should be ensured throughout the contract period without any delay in renewal of policy.

26. Fraud Prevention Policy:

"The Bidder along with its associate / Collaborators / Sub-Contractors / sub-Vendors/ Consultants / Service Providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL Website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."



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Section – II.

SCOPE OF WORK AND TERMS & CONDITIONS.

Name of work: ANNUAL MAINTENANCE CONTRACT FOR TESTING MACHINES OF QUALITY SERVICES DEPT AT BHEL- EDN

A) Essential Criteria for Techno - Commercial Acceptance of Bid

- a) The tenderer should be authorized distributor/supplier for sales and service of equipments mentioned in scope of work below. The tenderer should produce certificate from OEM with current validity.
- b) In case, the tenderer is not an authorized distributor/supplier for sales and service of equipments mentioned in scope of work below; he should produce:
 - (i) List of personnel trained for servicing and calibration experience of minimum 2 years in reputed raw material manufacturing industry.
 - (ii) List of companies for whom services given with their contact details.
 - (iii) List of master instruments available for calibration and copy of valid calibration reports.

B) Scope of work:

1.1 The AMC is for the following four numbers of testing machines.

- i) Vickers cum Brinell hardness testing m/c., Model: HPO-250, Sl. No. 308/183
- ii) Rockwell / Brinell hardness testing m/c., Model: RAB-250, Sl. No. SN-6805
- iii) Universal testing m/c., Model: UTN -40, Sl. No. 3-79/233
- iv) Electronic Universal testing m/c., including electronic extensometer, Model: UTE-40, Sl. No. 7/2002 - 2862

1.2 The above four machines are to be serviced two times in a year as per the schedule. (Once in Six months). All the four machines are to be calibrated once in a year as per schedule. Calibration of electronic extensometer is not included in this AMC. However your coordination with QS department of BHEL is required to get the electronic extensometer calibrated through M/s. FRI. The necessary calibration fee will be borne by BHEL.

1.3 The breakdown / emergency calls have to be attended within 24 hours. The breakdown calls shall be attended to as part of this contract at no extra charge. Service reports shall be furnished after completion of breakdown.

1.4 A sticker bearing details such as "Service done on" and "Next due on" shall be fixed on the machines after each preventive service.

1.5 The AMC is excluding spares.

1.6 During the course of AMC, your service personnel have to report to the concerned executive in-charge of FS before servicing and after completion of service and submit service reports duly signed by user dept.

2. Period of contract:

The period of contract is for two years from the date mentioned in the work order. However BHEL reserves the right to terminate the contract at any time if services rendered by the vendor are not satisfactory.

3. Payment terms:

Payment will be made on Half yearly basis after satisfactory completion of each PM service and submission of bill and other supporting documents viz. service reports, Indemnity bond, Insurance policy copy etc.

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Section – III.

UNIT HEALTH, SAFETY & ENVIRONMENTAL POLICY

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, Contractors, Contract labors, Trainees, Suppliers, Customers and all interested parties, as an integral part of business performance through:

- ★ **Compliance** with applicable Legal and other requirements related to Occupational Health, Safety and Environment.
- ★ **Setting objectives and targets** to eliminate / control / minimize environmental pollution, risks due to Occupational Health and Safety Hazards for preventing injury and ill health and reviewing the objectives and targets to have continual improvement in HSE performance.
- ★ **Promotion** of activities for conservation of resources by environmental management with focus on electrical energy and chemicals.
- ★ **Communication** of HSE policy to employees, customers, suppliers, contractors and all interested parties and enhancement of Environmental, Safety and Occupational Health and safety management systems by pro-active measures.
- ★ **Commitment** for regular evaluation and pro-active measures for prevention & control of environmental pollution / risks due to incidents and occupational diseases.
- ★ **Appropriate training** of employees, customers, suppliers, contractors and all interested parties on Health, Safety & Environmental (HSE) aspects.
- ★ **Formulation and maintenance** of HSE Management Programmes for continual improvement.
- ★ **Periodic review & audit** of HSE Management System to ensure its continuing suitability, adequacy and effectiveness.
- ★ **Co-operation** with concerned agencies / regulatory bodies engaged in HSE activities.

Sd/-

Date: 25.07.2017

General Manager (I/C) / EDN

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Annexure - 1. A.

Section – IV.

FORMAT FOR TECHNICAL & COMMERCIAL TERMS

Name of work: ANNUAL MAINTENANCE CONTRACT FOR TESTING MACHINES OF QUALITY SERVICES DEPT AT BHEL- EDN.

Sl. No.	Description	Contractors acceptance Yes / No
1	The period of contract is two years . However BHEL reserves the right to terminate the contract at any time if services rendered are not satisfactory.	
2	Preventive Service for the Machines as detailed in the scope of work (Sl. No.1.1) has to be carried out once in 6 months	
3	Payment will be made on Half Yearly basis after satisfactory completion of PM service and after submission of bill. Payment will be made through EFT only.	
4	Service reports in original duly signed by the user department for having carried out the Preventive / Break down service are to be submitted to FS department.	
5	The scope shall include attending any number of emergency / breakdown services in the machine within 24 hours. The emergency/breakdown calls shall be attended to as a part of this contract at no extra charge. Service report shall be furnished after rectification of breakdown.	
6	This AMC is excluding the cost of spares. Vendor shall give list of recommended spares / required spares after evaluation during PM services / with prices, in consultation with user dept as and when required/asked for.	
7	You shall ensure the safety of your personnel and they shall be given necessary protective equipment by you.	
8	Any damage caused for our machinery or any other assets inside our premises by your staff shall be made good or replaced at your cost. The competent authority may also impose the penalty if the services are not found up to the mark. No claim from the contractor on this account shall be entertained.	
9	The contractor shall indemnify BHEL for all liabilities under insurance & Labour laws and against all liabilities to third party due to their omission and commission. The contractor shall take necessary Medical insurance policies covering third party risks to their/his employees and necessary medical / workmen compensation policy in lieu of ESI. (refer Indemnity Bond format in page (10 & 11))	
10	Your service staff shall abide by our security rules in obtaining gate pass for personnel. Tools, and any other material brought inside the factory premises for servicing of the equipment shall be properly entered at security check post to enable you to take them back after use.	
11	The vendor should have GSTIN number. Please indicate your GSTIN with HSN/SAC Code.	
12	The vendor should have PAN as per income Tax Act. Please indicate your PAN.	
13	Whether the tenderer agrees to give validity of offer for 3 months from the date of opening of offer.	

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Annexure - 1. B. (General Information)

**Name of work: ANNUAL MAINTENANCE CONTRACT FOR TESTING MACHINES OF QUALITY SERVICES
DEPT AT BHEL- EDN.**

Sl.No.	Description	Details
1	Name of the firm with Address	
2	E-Mail ID Telephone Number Mobile Number Fax Number	
3	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
4	Name of the contact person & Local Address of the firm with telephone number.	
5	Names, address and phone nos. of Partners/ Proprietors/ Directors	

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Section – V

Annexure – 2. (PRICE BID)

**Name of work: ANNUAL MAINTENANCE CONTRACT FOR TESTING MACHINES OF QUALITY SERVICES
DEPT AT BHEL- EDN**

Sl.No.	Description	AMC Rate per service including calibration once in a year in Rs. (A)	AMC Amount for Two Years A X 4
1	Vickers cum Brinell Hardness testing machine Model :VEB / HPO-250, Sl. No. 308/183		
2	Rockwell / Brinell Hardness testing machine, Model : RAB-250, Sl. No. SN- 6805		
3	Universal testing machine, Model : UTN – 40, Sl. No. 3-79/233		
4	Electronic Universal testing machine, including electronic extensometer, Model : UTE-40, Sl. No. 7/2002 -2862		
5	GST as applicable IGST (%) Or SGST + CGST (%) Or UTGST + CGST (%)		
6	Total AMC value for TWO years inclusive of GST		

Basic rate indicated shall be exclusive of GST

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Section – VI

FORMAT FOR INDEMNITY BOND

(To be executed on Rs 200/- Non Judicial Stamp paper immediately after award of work)

This deed of indemnity made on this day of----- 2015 by M/s _____, indemnifier, a company registered under the Companies Act, 1956 and having its registered office at _____ hereinafter referred to as “**Contractor**” represented by Sri. -----S/o Sri. -----Aged -----years, now working as ----- and Sri. -----S/o Sri., -----Aged -----years and R/o -----now working as -----, which expression unless repugnant to the context hereof shall mean and include its successor, assignees and administrator.

IN FAVOUR OF

M/s. Bharat Heavy Electricals Limited, the indemnified, a company registered under the Companies act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi-110049 and its unit M/s. BHEL-EDN, PB No.2026, Mysore Road, Bangalore-560026, hereinafter referred to as “**BHEL**” which expression unless repugnant to the context hereof shall mean and include its successor, assignees and administrator.

Whereas the BHEL has awarded to the Contractor herein an Annual Maintenance Contract FOR TESTING MACHINES OF QUALITY SERVICES DEPT at BHEL- EDN on terms and conditions set out inter alia in the Tender document/contract and SPO No.....

And whereas, clause of the above mentioned contract/PO provides for indemnifying BHEL for all liabilities under insurance & labour laws;

And further the Contractor has agreed for indemnifying BHEL against all liabilities to third party due to their omission and commission;

The Contractor in pursuance of such contract execute herein an indemnity bond in favour of the Company, for any loss or damage or delay, that may be caused on account of any litigation or any legal proceedings against the Company, as well as for all the claims and actions including legal costs arising there from.

NOW THEREFORE, THIS INDENTURE WITNESSES AS UNDER:

1. That the Contractor hereby represents and warrants as below:
 - a. The Contractor has complied to all the requirements of law, statutory rules and tender conditions
 - b. The Contractor has covered its employees entering BHEL premises for carrying out necessary works/ repairs/ maintenance including preventive maintenance, adequately under necessary insurance cover or legal protection, in order to save them from any mishaps within premises of BHEL
 - c. No claim would be caused to be made before any court of law, tribunal or any forum whatsoever with respect to workmen's compensation or any other compensation or statutory claim for contributions, claims, damages etc. in which BHEL can be made a party
2. In the event any representation as above is found to be materially untrue, the Contractor shall promptly rectify the error and bear the costs involved in providing such a remedy. The Contractor shall hold the Company harmless from all the costs or expenses including reasonable attorney's fees and disbursements incurred in this regard.
3. Notwithstanding anything to the contrary contained in this Indemnity, the Contractor shall be responsible for the Company's losses, consequential damages or any other claims arising out of any third party claim due to any commission or omission of the contractor.
4. The Contractor shall defend or settle at its own cost and expense any suit or action brought against the Company for *inter alia* any fine, contribution or other amounts as may be claimed by any statutory authority or on account of any injury suffered by any of the employees the contractor may employ in the premises of BHEL.

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5. The Contractor jointly and severally, shall indemnify and hold harmless the Company from and against all damages and cost adjudged or decreed against, and actually paid by, the Company in any such suit or action as a result of any lapse on the part of the contractor in the matter of obeying the terms of this contract.
6. The Contractor shall notify the Company in writing of any claim or suit with respect to this and shall have full authority to defend or settle the claim or suit, provided, however that no settlement of any claim or suit whatsoever may be made without the Company's prior written concurrence if such a settlement would or may in the opinion of the Company abridge any right of the Company not included in the foregoing indemnity.
7. That in pursuance of the above said Tender Document/PO, the Contractor hereby covenants with the Company, that, the Contractor will at all times here after indemnify and keep indemnified, the Company against all claims, demands, actions, proceedings, loses, damages, costs, charges and expenses which may be brought against the Company or which the Company may or may have to incur or may have to suffer due to direct or indirect, actions or inaction of the Contractor.

In witness whereof, the Contractor is authorized to sign this indemnity bond and has put their hands on this indemnity bond, on the date, month and year first mentioned above in the presence of the following witnesses.

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WITNESSES:

1.

2.

Place:

Date:

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