

ANNEXURE

**BANK GUARANTEE/
INDEMNITY BOND FORMATS/
HINDRANCE REGISTER FORMAT**

ANNEXURE-I: BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

Director
Directorate of Purchase and Stores
Department of Atomic Energy,
On behalf of The President of India
Government of India,
V.S.Bhavan,
Mumbai- 400 094

In consideration of the Director, Directorate of Purchase and Stores, Department of Atomic Energy, on behalf of the President of India, (hereinafter referred to as 'the Purchaser') having agreed to exempt M/s. _____ (hereinafter called the said "Contractor") from the demand, under the terms and conditions of an Contract No. _____ dt. _____ made between the Purchaser and Contractor for (hereinafter called the said "Contract"), of security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Contract, on production of Bank Guarantee for Rs. _____ (Rupees _____ only), we _____ (hereinafter referred to as "the Bank") on the request of the Contractor do hereby undertake to pay to the Purchaser an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Contract.

2. We, the Bank, do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Contractor of any of the terms and conditions contained in the said Contract or by reason of the Contractor's failure to perform the said Contract. 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, the Bank, undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

4. We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till the Purchaser certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee. Unless a demand or a claim under this Guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank, further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time for performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act or commission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor 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.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

7. We, the Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Purchaser in writing.

Dated the _____ day of _____ 20__

for _____
(indicate the name of the Bank)

ANNEXURE-II: BANK GUARANTEE FORMAT FOR PERFORMANCE BOND
(TO BE SUBMITTED BY FOREIGN CONTRACTOR)

(Format of Bank Guarantee to be executed by A First Class Bank of International repute or
State Bank of India or any of the Indian Nationalized Bank)

Director
Directorate of Purchase and Stores
Department of Atomic Energy,
On behalf of The President of India
Government of India,
V.S.Bhavan,
Mumbai- 400 094

Whereas on or about the _____(Day) of _____ (Month) 20____ (Year) M/s.
_____ having its registered Office at
_____ (hereinafter called 'The Contractor') entered into an
Contract No. _____ dated _____ (hereinafter called 'The
Contract') for manufacture and supply of _____ (hereinafter called the
equipment) with the Director, Directorate of Purchase and Stores, On behalf of the President
of India, Department of Atomic Energy (hereinafter called 'The Purchaser')

2. And whereas under the terms and conditions of the Contract final payment amounting
to _____ (Value of Contract in figures and words) under the Contract is to be
made against a performance bond in the form of Bank Guarantee furnished by the Contactor
for a sum of _____ (Value of Contract in figures and words) equivalent to 10%
(Ten per cent) of the value of the Contract towards satisfactory performance of the
equipment, valid for a period of 12 months from the date of putting into operation of the said
equipment or _____ months from the date of receipt of the last lot of consignment
whichever is earlier.

3. Now we, _____(Name and Address of the
Bank) (hereinafter called 'The Bank) in consideration of the promises and payment of the
final/balance _____ (Value of Contract in figures and words) under the Contract
to the Contractor hereby agree and undertake to pay on demand and without any demur to the
Purchaser on behalf of the Contractor a sum not exceeding _____ (Value of
Contract in figures and words) against any loss or damage that may be suffered by the
Purchaser by the reasons of any unsatisfactory performance of the said equipment.

4. And we, the Bank, hereby also agree that the decision of the Purchaser as to whether
the said equipment is giving satisfactory performance or not and as to the amount of loss or
damages suffered by the Purchaser on account of unsatisfactory performance of the said
equipment shall be final and binding on us.

5. And we, the Bank, hereby further agree that our liability hereunder shall not be
discharged by virtue of any Contract between the Purchaser and the Contractor whether with
or without knowledge and/or consent or by reason of the Purchaser showing any indulgence
or forbearance to the Contractor whether as to payment, time performance or any other
matter whatsoever relating to the Contract which but for this provision would amount to
discharge of the surety under the law.

6. Our Guarantee shall remain in force until _____ (two months beyond Contract warranty period) and unless a claim under the Guarantee is lodged with us on or before the above date, all rights of the Purchaser under the Guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

Our liability under this Guarantee shall not be affected by any change in our constitution or the constitution of the Contractor.

(Stamp and Signature)
For and on behalf of _____ (bank)

Dated the _____ (day) of (month) _____ 20_____(year)

ANNEXURE-III: BANK GUARANTEE FORMAT FOR PERFORMANCE BOND
(for Contract in INDIAN RUPEES)

Director
Directorate of Purchase and Stores
Department of Atomic Energy,
On behalf of The President of India
Government of India,
V.S.Bhavan,
Mumbai- 400 094

Whereas on or about the _____ day of _____ 20__ M/s. _____ a company registered under Companies Act 1913/1956 and having its registered office _____(hereafter referred to as 'The Contractor') entered into an Contract bearing No. _____ dated _____ (hereinafter referred to as 'The Contract') with the Director, Directorate of Purchase and Stores, Department of Atomic Energy on behalf of President of India, (hereinafter referred to as 'The Purchaser} for supply of _____ (hereinafter referred to as 'The Equipment').

2. And whereas under the terms and conditions of the Contract an amount of Rs. _____ (Rupees _____ only) representing balance _____ per cent payment out of the total value of the Contract of Rs. _____ (Rupees only) is to be paid to the Contractor on the final acceptance of the equipment and on the Contractor furnishing a Bank Guarantee in a manner herein contained duly executed by a Scheduled/Nationalised Bank towards satisfactory performance of the equipment during warranty period, viz. 12 months from the date of acceptance/commissioning of the said equipment or 18 months from the date of despatch of the last lot of consignment whichever is earlier.

3. Now we, the _____ (Name and Address of the Bank) (herein after referred to as 'The Bank') in consideration of the promises and the payment of said sum of Rs. _____ (Rupees _____ only) by the Purchaser to the Contractor do hereby agree and undertake to pay to the Purchaser the amount due and payable under the Guarantee without any demur, merely on a demand from the Director, Directorate of Purchase and Stores, Department of Atomic Energy stating that the amount claimed is due by way of loss or damage caused to or suffered by the Purchaser by reason of unsatisfactory performance of the equipment during the warranty period. 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. _____ (Rupees _____ only).

4. We, the Bank, undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor, in any suit or proceedings pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

5. We, the Bank, hereby further agree that the decision of the Director, Directorate of Purchase and Stores, Department of Atomic Energy as to whether the said equipment is giving satisfactory performance or not during the warranty period and as to the amount of damages suffered by the Purchaser on account of unsatisfactory performance of the said equipment shall be final and binding on us.

6. And we, the Bank, do hereby agree that our liability hereunder shall not be discharged by virtue of any Contract between the Purchaser and the Contractor whether with or without our knowledge and/or consent or by reason of the Purchaser showing any indulgence or forbearance to the Contractor whether as to payment, time for performance, or any other matter whatsoever relating to the Contract which but for this provision would amount to discharge of the surety under the law.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or Contractor.

8. Our Guarantee shall remain in force until _____ and unless a claim under the Guarantee is lodged with us within six months from that date, all right of the Purchaser under the Guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities thereunder.

Dated the _____ day of _____ 20

For _____
(indicate the name of Bank)

ANNEXURE-IV: BANK GUARANTEE FORMAT FOR PERFORMANCE BOND
(Foreign Currency Contract) (to be executed by the Indian Agent)

Director
Directorate of Purchase and Stores
Department of Atomic Energy
On behalf of The President of India
Government of India,
V.S.Bhavan,
Mumbai- 400 094

Whereas on or about the _____ day of _____ M/s. _____ (foreign Contractor) having its office at _____ (hereinafter referred to as the Contractor) entered into an Contract bearing no _____ (hereinafter referred to as 'The Contract') with the Director, Directorate of Purchase and Stores, Department of Atomic Energy on behalf of the President of India (hereinafter referred to as 'The Purchaser') for the supply of _____ (hereinafter referred to as The Equipment). The Contract recognizes that M/s. _____ (Indian agent) of the Contractor in India will furnish a Performance Bond on behalf of the Contractor for satisfactory functioning of the equipment during warranty period while releasing (*) % payment to the Contractor.

2. And whereas under the terms and conditions of the Contract an amount of _____ (_____ only) representing (*) % payment of the FOB value of the Contract is to be paid to the Contractor after reducing the agency commission subject to the Indian Agent furnishing a Bank Guarantee on behalf of the Contractor for 10% of Contract value amounting to _____ in a manner herein contained duly executed by a Scheduled/Nationalised Bank towards satisfactory performance of the equipment during warranty period, viz _____ months from the date of commissioning of the said equipment or _____ months from the date of despatch of the last lot of consignment whichever is earlier.

3. Now We the _____ (Name and Address of the Bank) (herein after referred to as 'the Bank') on behalf of M/s. _____ (Indian agent) in consideration of the promises and the payment of the said sum of _____ (_____ only) by the Purchaser to the Contractor do hereby agree and undertake to pay to the Purchaser the amount due and payable under the Guarantee without any demur, merely on a demand from the Director, Directorate of Purchase and Stores, Department of Atomic Energy stating that the amount claimed is due by way of loss or damage caused to or suffered by the Purchaser by reason of unsatisfactory performance of the equipment during the warranty period. 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 _____ (_____ only).

4. We, the Bank, undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor or their subsidiary companies, in any suit or proceedings pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

5. We, the Bank, further agree that the decision of the Director, Directorate of Purchase and Stores, Department of Atomic Energy as to whether the said equipment is giving satisfactory

performance or not during the warranty period and as to the amount of damages suffered by the Purchaser on account of unsatisfactory performance of the said equipment shall be final and binding on us.

6. And we, the Bank, do hereby agree that our liability hereinunder shall not be discharged by virtue of any Contract between the Purchaser and the Contractor or their subsidiary company whether with or without our knowledge and/or consent or by reason of the Purchaser showing any indulgence or forbearance to the Contractor whether as to payment, time for performance, or any other matter whatsoever relating to the Contract which but for this provision would amount to discharge of the surety under the law.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor or their subsidiary company.

8. Our Guarantee shall remain in force until _____ and unless a claim under the Guarantee is lodged with us within six months from that date, all rights of the Purchaser under the Guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

Dated the _____ day of _____ 20 .

for (indicate the name of Bank with Postal address and Fax number)

Note - Kindly incorporate specific validity date of your Bank Guarantee towards performance bond strictly as per warranty clause specified in the Contract with extra 6 months grace period for lodging the claim.

(*) the percentage of amount as agreed in the Contract to be released as final payment to be indicated.

ANNEXURE-V: BANK GUARANTEE FORMAT FOR RE-EXPORT/RETURN OF
REJECTED FOR EQUIPMENT REPAIRS / REPLACEMENT.
(By Indian/Foreign Contractor)

Director
Directorate of Purchase and Stores
Department of Atomic Energy,
On behalf of The President of India
Government of India,
V.S.Bhavan,
Mumbai- 400 094

Whereas on or about the _____ day of _____ 200 , M/s. _____ a company having incorporated their office at _____(hereinafter referred to as 'the Contractor') entered into an Contract No. _____ dt. _____ (hereinafter referred to as 'the Contract') with the Director, Directorate of Purchase and Stores, Department of Atomic Energy, on behalf of the President of India, Government of India, (Hereinafter referred to as 'the Purchaser') for manufacture and supply of _____ Nos. of _____(hereinafter referred to as the instrument') at a cost of _____ (in words).

Whereas as per the terms and conditions of the Contract, the Contractor had delivered to the consignee all the _____ Nos. of instruments, out of which _____ No./s. of the instrument costing _____(in figure and words) was found defective and not working satisfactorily after its receipt by the consignee and therefore the instrument received from the Contractor was rejected by the Purchaser.

Whereas as per the terms and conditions of the Contract, the Contractor has agreed to either repair or replace the instrument, as is deemed fit, free of cost, to the purchaser within a period of _____ months from the date of receipt of the rejected instrument by the Contractor, under the warranty conditions of the Contract.

Whereas, as per the Purchaser policy, the Contractor was required to furnish a Bank Guarantee for full value of the defective instrument/s amounting to _____ (in figure and words) as a safeguard to the Purchaser on account of any damage/loss that may be caused or suffered by the Purchaser due to the Contractor's inability/failure to return the instrument duly repaired or supply a new instrument in replacement of the defective instrument within the specified time and also when the instruments lie under the Contractor's custody, control or possession.

Whereas the Contractor, based on the Purchaser's requirement has agreed to furnish such a Bank Guarantee as a safeguard to the Purchaser interest as indicated in para 4 above, valid till the return of the repaired instruments or a replacement thereof, to the Purchaser.

Whereas, we, _____(name and address of the Bank) (herein after referred to as 'the Bank'), in consideration the Purchaser having agreed to despatch the defective instrument to the Contractor's works on freight to pay basis and Contractor having agreed to repair and return the defective instrument duly repaired or arrange free replacement of the defective instrument on freight paid/CIF _____ basis, do hereby agree and undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of a sum not exceeding _____ (in figure and words.) against any loss or damage that may be caused or suffered by the Purchaser by reason of the Contractor either no returning the repaired instrument or arrange free replacement within a specified time and also when the instrument lie under the custody, control or possession of the Contractor.

We, the Bank, do hereby undertake to pay to the Purchaser, the amount due and payable under this Guarantee, without any demur, merely on a demand from the Director, Directorate of Purchase and Stores, Department of Atomic Energy on behalf of the Purchaser, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of the Contractor either not returning the instrument duly repaired or arrange free replacement to the Purchaser and also when the instrument lie under the custody, control or possession of Contractor. Any such demand 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 _____ (in figure and words).

We, the Bank, undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor/s or by agents in any suit or proceeding pending before any' court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor/s and the agents shall have no claim against us for making such payment.

And we, the Bank, hereby further agree that the decision of the said Director, Directorate of Purchase and Stores as to whether the Contractor has committed breach of any such terms and conditions of the Contract or not and as to the amount of damage or loss assessed by the said Director, Directorate of Purchase and Stores on account of such breach would be final and binding on us.

We, the Bank, further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time for performance by the said Contractor from time to time or to postpone for any time or from time to time, any of the powers exercisable by the Purchaser against the said Contractor/s and to forbear or enforce any of the terms and conditions relating to the said Contract 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 commission on the part of the Purchaser or any indulgence by the Purchaser 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, the Contractor or the agent.

Our Guarantee shall remain in force until and unless a claim under the Guarantee is lodged with us within three months from that date, all rights of the Purchaser under the Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Dated at _____ this _____ day of 200 .

for (indicate the name of Bank with Postal address and Fax number)

ANNEXURE VI: BANK GUARANTEE FORMAT FOR RE-EXPORT OF REJECTED
EQUIPMENT FOR REPAIRS / REPLACEMENT.

(By local agents of foreign Contractor)

Director
Directorate of Purchase and Stores
Department of Atomic Energy,
On behalf of The President of India
Government of India,
V.S.Bhavan,
Mumbai- 400 094

Whereas on or about the _____ day of _____ 200 , M/s. _____ , a company having incorporated their office at _____ (hereinafter referred to as 'the Contractor') entered into an Contract bearing No. _____ dt. _____ (hereinafter referred to as 'the Contract') with the Director, Directorate of Purchase and Stores, Department of Atomic Energy, on behalf of the President of India, Government of India, Mumbai (Hereinafter referred to as 'the Purchaser') for manufacture and supply of Nos. _____ of (hereinafter referred to as the instrument') at a cost of _____ (in figures and words). The Contract recognises M/s. _____ (name and address) as the Indian agent of the Principals M/s. _____ in India.

Whereas as per the terms and conditions of the Contract, the Contractor had delivered to the consignee all the _____ Nos. of instruments, out of which, _____ Nos. of the instrument costing _____ (in figure and words) was found defective and not working satisfactorily after its receipt by the consignee and therefore the instrument received from the Contractor was rejected by the Purchaser.

Whereas as per the terms and conditions of the Contract, the Contractor has agreed to either repair or replace the instrument, as is deemed fit, free of cost, to the purchaser within a period of _____ months from the date of receipt of the rejected instrument by the Contractor, under the warranty conditions of the Contract.

Whereas, as per the Purchaser policy, the Contractor was required to furnish a Bank Guarantee for full value of the defective instruments amounting to _____ (in figure and words) as a safeguard to the Purchaser on account of any damage/loss that may be caused or suffered by the Purchaser due to the Contractor's inability/failure to return the instrument duly repaired or supply a new instrument in replacement of the defective instrument within the specified time and also when the instruments lie under the Contractor's. custody, control or possession. As the Indian agent has agreed to furnish the Bank Guarantee on behalf of the Principal in this Contract, M/s. _____ is required to execute the Bank Guarantee.

Whereas the Contractor, based on the Purchaser's requirement has agreed to furnish such a Bank Guarantee as a safeguard to the Purchaser interest as indicated in para 4 above, valid till the return of the repaired instruments or a replacement thereof, to the Purchaser.

Whereas, we, (the name and address of the Bank) (herein after referred to as 'the Bank'), in consideration of the Purchaser having agreed to despatch the defective instrument to the Contractor's works on freight to pay basis and Contractor having agreed to repair and return the defective instrument duly repaired or arrange free replacement of the defective instrument on freight paid /CIF _____ basis, do hereby agree and undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of a sum not exceeding _____ (in figure and words) against any loss or damage that may be caused or suffered by the Purchaser by

reason of the Contractor either not returning the repaired instrument or arrange free replacement within a specified time and also when the instrument lie under the custody, control or possession of the Contractor.

We, the Bank, do hereby undertake to pay to the Purchaser, the amount due and payable under this Guarantee, without any demur, merely on a demand from the Director, Directorate of Purchase and Stores, Department of Atomic Energy, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of the Contractor either not returning the instrument duly repaired or arrange free replacement to the Purchaser and also when the instrument lie under the custody, control or possession of Contractor. Any such demand 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 _____ (in figure and words).

We, the Bank, undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor/s or by agents in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor/s and the Indian agents shall have no claim against us for making such payment.

And we, the Bank, hereby further agree that the decision of the said Director, Directorate of Purchase and Stores as to whether the Contractor has committed breach of any such terms and conditions of the Contract or not and as to the amount of damage or loss assessed by the said Director, Directorate of Purchase and Stores on account of such breach would be final and binding on us.

We, the Bank, further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time for performance by the said Contractor from time to time or to postpone for any time or from time to time, any of the powers exercisable by the Purchaser against the said Contractor/s and to forbear or enforce any of the terms and conditions relating to the said Contract 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 commission on the part of the Purchaser or any indulgence by the Purchaser 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, the Contractor/s or the agents.

Our Guarantee shall remain in force until _____ and unless a claim under the Guarantee is lodged with us within three months from that date, all rights of the Purchaser under the Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Dated at _____ this _____ day of _____ 200

for (indicate the name of Bank with Postal address and Fax number)

ANNEXURE-VII: INDEMNITY BOND FOR FREE ISSUE MATERIAL (FIM)
(TO BE SUBMITTED BY INDIAN CONTRACTOR)

Director
Directorate of Purchase and Stores
Department of Atomic Energy,
On behalf of The President of India
Government of India,
V.S.Bhavan,
Mumbai- 400 094.

We, M/s _____ hereafter referred to as the “Contractor” shall indemnify Director, Directorate of Purchase and Stores, Department of Atomic Energy, on behalf of the President of India, Government of India, Mumbai (hereinafter referred to as 'the Purchaser') and keep the Purchaser indemnified to the extent of the value of FIM to be issued till such time the entire Contract is executed and proper account for the FIM is rendered and the left over/surplus and scrap items are returned to the Purchaser. The Contractor shall not utilize the FIM for any job other than the one contracted out in this case and also not indulge in any act, commission or omission or negligence which may cause/result in any loss/damage to the Purchaser and in which case, the Contractor shall be liable to pay full compensation to the Purchaser to the extent of damage/loss as assessed by the Purchaser. The decision of the Purchaser will be final and accepted by the Contractor. The Contractor shall be responsible for the safety of the FIM after these are received by him and all through the period during which the materials remain in his possession/control/custody. The FIM on receipt at the Contractor's works shall be inspected by him for ensuring safe and correct receipt of FIM. The Contractor shall report the discrepancies, if any, to the purchaser immediately but not later than five working days from the date of receipt of FIM. The Contractor shall take all necessary precautions against any loss, deterioration, damage or destruction of the FIM from whatever cause arising whilst the said FIM remain in his possession/custody or control. The FIM shall be inspected periodically at regular intervals by the Contractor for ensuring safe preservation and storage and maintain inspection report. The Contractor shall also not mix up the FIM in question with any other goods and shall render true and proper account of the FIM actually used and return balance/remaining/unused FIM on hand and scrap within the delivery date. If it is not possible to return balance remaining unused FIM on hand and scrap within the delivery date, the Contractor hereby authorises the Purchaser to deduct the difference between the cost of FIM supplied and the cost of FIM actually used from the amount payable to the Contractor. The Contractor shall also indemnify the Purchaser to compensate the difference in cost between the actual replacement cost of FIM lost/damaged and the claim settled in favour of the Purchaser by the insurance company. The decision of the Purchaser, as to whether the Contractor has caused any loss, destruction, damage or deterioration of FIM while in his possession, custody or control from whatever cause arising and also on the quantum of damage suffered by the Purchaser, shall be final and binding upon the Contractor.

Dated at _____ this _____ day of _____ 200

Signature of Contractor

ANNEXURE-VIII: BANK GUARANTEE FORMAT FOR SUPPLY OF FREE ISSUE
MATERIAL
(By Indian/Foreign Contractor)

Director
Directorate of Purchase and Stores
Department of Atomic Energy,
On behalf of The President of India
Government of India,
V.S.Bhavan,
Mumbai- 400 094

Whereas on or about the _____ (date), the President of India, acting through the Director, Purchase & Stores, Directorate of Purchase & Stores, Department of Atomic Energy, on behalf of the President of India, Government of India, (hereinafter referred to as the Purchaser) has entered into a Contract bearing No. _____ dated _____ for manufacture, inspection, testing and safe delivery of _____ (herein after referred to as the equipment) with M/s. _____ having their office at _____ (hereinafter referred to as the Contractor.)

And whereas in terms of the above said agreement, the Purchaser is required to supply free issue materials costing Rs. _____ as listed out in the agreement for the manufacture of the equipment at the Contractor's site, and that the Purchaser has agreed to authorise the Contractor to collect the free issue materials from the Purchaser's site subject to the Contractor furnishing a Bank Guarantee for Rs. _____ in a manner herein specified towards the safeguard of free issue materials.

Now, we _____ (bank) in consideration of the Purchaser having agreed to authorise issue of free issue material for collection by the Contractor, hereby undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of the full value of the free issue material till such time the materials are lying under the custody/possession/control of the Contractor and till the equipment along with balance material, if any, are received by the Purchaser after manufacture of the equipment.

We, _____ (bank) do hereby undertake to pay to the Director, Purchase & Stores, Department of Atomic Energy, the amount due and payable under this Guarantee without any demur, merely on a demand from the Director, Purchase & Stores Department of Atomic Energy, on behalf of the Purchaser stating that the amount claimed is due by way of loss, destruction, deterioration or damage caused to or suffered by the Purchaser to the purchaser's material thereby resulting in a loss to the Purchaser while they are lying under the Contractor's custody, possession or control or on account of the Contractor's failure to fulfill any of the contractual obligations.

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. _____

We, _____ (Bank) undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or any disputes raised by the Contractors in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal. They payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractors shall have no claim against us for making such payments.

We, _____ (Bank), also agree that the decision of the Director, Purchase & Stores, Department of Atomic Energy, Mumbai as to whether the Contractor has caused any loss/destruction or deterioration or damage to the Purchaser's material while these are lying under his custody/possession/control from whatever cause arising as also on the quantum of damage suffered by the Purchaser shall be final and binding on us.

We, _____ (bank) further agree with the Purchaser that the Purchaser shall have the fullest 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 for performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractors or for any forbearance, act or omission on the part of the said Purchaser or any indulgence by the Purchaser to the said Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have the effect of so relieving us.

This Guarantee will not be discharged due to change in the constitution of the Bank or the Contractors.

Our Guarantee shall remain in full force until _____ and unless a claim under the guarantee is lodged with us within six months from that date all rights of the Purchaser under the guarantee shall be relieved and discharged from all liabilities thereunder.

Dated _____ this _____ day of _____ 20____

for (indicate the name of Bank with Postal address and Fax number)

ANNEXURE-IX: BANK GUARANTEE FORMAT FOR FIM
(Foreign Currency Contract)
(to be executed by the Indian Agent)

Director
Directorate of Purchase and Stores
Department of Atomic Energy
On behalf of The President of India
Government of India,
V.S.Bhavan,
Mumbai- 400 094

Whereas on or about the _____ day of _____ 200 , M/s. _____ , a company having incorporated their office at _____ (hereinafter referred to as 'the Contractor') entered into an Contract bearing No. _____ dt. _____ (hereinafter referred to as 'the Contract') with the Director, Directorate of Purchase and Stores, Department of Atomic Energy, on behalf of the President of India, Government of India, Mumbai (Hereinafter referred to as 'the Purchaser') for manufacture and supply of Nos. _____ of (hereinafter referred to as the instrument') at a cost of _____ (in figures and words). The Contract recognises M/s. _____ (name and address) as the Indian agent of the Principals M/s. _____ in India.

And whereas in terms of the above said agreement, the Purchaser is required to supply free issue materials costing Rs. _____ as listed out in the agreement for the manufacture of the equipment at the Contractor's site, and that the Purchaser has agreed to authorise the Contractor to collect the free issue materials from the Purchaser's site subject to the Contractor furnishing a Bank Guarantee for Rs. _____ in a manner herein specified towards the safeguard of free issue materials. As the Indian agent has agreed to furnish the Bank Guarantee on behalf of the Principal in this Contract, M/s. _____ is required to execute the Bank Guarantee.

Now, we _____ (bank) in consideration of the Purchaser having agreed to authorise issue of free issue material for collection by the Contractor, hereby undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of the full value of the free issue material till such time the materials are lying under the custody/possession/control of the Contractor and till the equipment along with balance material, if any, are received by the Purchaser after manufacture of the equipment.

We, _____ (bank) do hereby undertake to pay to the Director, Purchase & Stores, Department of Atomic Energy, the amount due and payable under this Guarantee without any demur, merely on a demand from the Director, Purchase & Stores Department of Atomic Energy, on behalf of the Purchaser stating that the amount claimed is due by way of loss, destruction, deterioration or damage caused to or suffered by the Purchaser to the purchaser's material thereby resulting in a loss to the Purchaser while they are lying under the Contractor's custody, possession or control or on account of the Contractor's failure to fulfill any of the contractual obligations.

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. _____

We, _____ (Bank) undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or any disputes raised by the Contractors in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractors shall have no claim against us for making such payments.

We, _____ (Bank), also agree that the decision of the Director, Purchase & Stores, Department of Atomic Energy, Mumbai as to whether the Contractor has caused any loss/destruction or deterioration or damage to the Purchaser's material while these are lying under his custody/possession/control from whatever cause arising as also on the quantum of damage suffered by the Purchaser shall be final and binding on us.

We, _____ (bank) further agree with the Purchaser that the Purchaser shall have the fullest 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 for performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractors or for any forbearance, act or omission on the part of the said Purchaser or any indulgence by the Purchaser to the said Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have the effect of so relieving us.

This Guarantee will not be discharged due to change in the constitution of the Bank or the Contractors.

Our Guarantee shall remain in full force until _____ and unless a claim under the guarantee is lodged with us within six months from that date all rights of the Purchaser under the guarantee shall be relieved and discharged from all liabilities thereunder.

Dated _____ this _____ day of _____ 20 ____

for (indicate the name of Bank with Postal address and Fax number)

ANNEXURE-X: FORMAT FOR HINDRANCE REGISTER

Sl. No.	From	To	Nature of Hindrances in execution of Contract	Remarks with signature of Contractor	Remarks with signature of Purchaser's representative

SECTION 'D' :

TECHNICAL SPECIFICATIONS OF STORES
AND
DRAWINGS

Please see attachment to the tender