DECLARATION CUM INDEMNITY BOND

(On Rs.300/- Non Judicial Stamp Paper duly notarised)

THIS DECLARATION CUM INDEMNITY BOND made at **---------- (mention location)** by **M/S. ----------** having its Reg. office at----------(hereinafter referred to as **"Contractor"** which expression Shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective assigns, successor, executors, subcontractors and/or administrators) of the **ONE PART** in favour of

M/S Gujarat State Electricity Corporation Limited having its power Station at **Bhavnagar Lignite Thermal Power Station** (hereinafter referred to as the **"Company")**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its assigns, successors) of the **OTHER PART**.

WHEREAS the COMPANY has entered into a contract with the Contractor for the work of"----------" under order No: ---------- dated---------- for the period of Dt. _____ to _____"hereinafter called the "Contract");

AND WHEREAS it is one of the essential conditions of the Contract that the Contractor shall comply with all the provisions of the Labour& Industrial Laws, as may be applicable from time to time for the discharge and completion of the works and completion of the Works and Services covered under said Contract Labour (R & A) Act 1970,Child Labour (Prohibition and Regulation) Act 1986,The Employees Provident Funds & Miscellaneous Provisions Act,1952,Employees State Insurance Act 1948, Minimum Wages Act,1948,Payment of Bonus Act,1965,Payment of Act,1936, Employees Compensation Act.1923, Factories Act,1948 and other Labour Laws, Rules, Notifications and Codes which are at present applicable to the contractor and which may be applicable during the tenure of the contract (hereinafter referred as the 'Laws').

AND WHEREAS the Contractor has agreed to execute this Declaration cum Indemnity Bond to this effect and has agreed to indemnify and Company, it's Directors, Officers and employees and representatives indemnified and hold harmless against all third party claims, charges ,penalties, fines, expenses ,losses, damages costs, suits or any other levy against the Company and/or the management due to the failure of the Contractor to observe or follow all applicable laws.

NOW THIS DEED WITNESSETH AS UNDER:

1. The Contractor hereby declares that all acts, deeds, actions, activities, conduct and lapse, delays, misdeeds, faults, breaches, inactions etc done by his assigns, successors, executors, subcontractor and/ or administrators shall be construed to be have been done by the contractor and he alone shall be liable for such acts, inactions etc.
2. In consideration of the Company awarding the Contract to the Contractor subject to the condition of execution of this Declaration cum Indemnity bond, the Contractor declares and represents to the Company that the Contractor has obtained all Statutory registrations, Certificates, licenses and approvals required under the Laws enabling the Contractor to execute the Contract in a legal and lawful manner.
3. That in the event of any liability arising out of failure to observe or non-compliance of any such 'Laws' by the Contractor in connection with the Performance of the contract, the Contractor shall bear all the resultant whatsoever liability (ies), if any arising out thereof and that the company , its Directors, Officers and employees, representatives, shall not be liable for any such liability(ies). The Contractor agrees to indemnify and keep the Company and its Directors, Officers and employees, representatives indemnifies, defend and hold harmless, against all losses, costs, damages, claims, penalties, interest, expenses, demands, fines, legal liability, causes of action, injury to persons, suits etc., which may be suffered, incurred, undergone and / sustained by the Company including the Costs and expenses that may be incurred in defending any such liability(ies) claim(S), Proceeding (S) etc. that maybe made or taken or taken or arise on the same by any Person, body, authority, government, judicial / quasi - judicial authority due to the failure or non-compliance of any such laws and rules there under (including any amendments in acts, laws, statutes & rules there under) of whatsoever kind and nature arising out of or in any way connected with, whether or not such acts or omissions are actual or alleged, active or passive with regard to the discharge of the said Contract.
4. The Contractor further declares that in case of any suit / claim / right / damages / compensation / fine / levy / charges / expenses / losses / penalties / costs raised by the third party, including contract labours engaged by the contractor, he shall join such proceedings in such Suit/Court/Tribunal/Authority and effectively defend the same.
5. The Contractor hereby agree and undertakes to make good any loss, damage, claims, suits, demands, decrees, expenses that the Company may suffer to the fullest satisfaction of the Company and if the Contractor fails to make good

the same then the Company shall have the right to recover the same and or any other loss sustained, without any restriction or limitation, together with any other incidental expenses, costs, and all incidental logistic expenses etc that may be suffered by the Company from the Contractor and the Contractor hereby further confirms and declares that this Declaration cum Indemnity Bond is irrevocable and shall be final and binding on it / him heirs, executors, administrators, legal representatives, successors, subcontractors and assigns, wherever the context applies. any claims, demands, shall be adjusted against any amount due and payable to the Contractor and the Company shall have the right to withhold any amounts due and payable to the Contractor, till the settlement of such claims, disputes to the Contractor towards discharge of such claims, obligations etc.

6. This Declaration cum indemnity bond shall be in accordance with the laws of India and any dispute between the parties with regard to this Declaration cum Indemnity Bond shall be resolved through the dispute resolution process mentioned in the General Conditions of the Contract (GCC).

IN WITNESS WHEREOF, the said Contractor has hereunto set their hand the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED
By the within named "CONTRACTOR"
(Authorised Signatory)
Rubber Stamp of Firm/Company
Name:
Designation:
Date:

In presence of Witness

Name & Address of Witness Signature

1.----------

2.----------