

**BID DOCUMENT FOR ENGAGEMENT OF SERVICE PROVIDER FOR BHARAT GOLD MINES LIMITED**

**19/9/2013**

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## PREAMBLE

Bharat Gold Mines Limited (BGML), a Government of India (GOI) undertaking intends to offer for sale the assets of the company like Land, Buildings, Gold ore, Reserves / Resources, Tailing Dumps, Plants and Machineries, Equipment etc. located in Kolar Gold Fields, Karnataka, Bisnatham Mine and Chitargunta Mines in Chittur District and Ramagri Mines in Ananthapur District of Andhra Pradesh, through Global Competitive bidding route. BGML intends to select and appoint a Service Provider for this purpose.

BGML desires that the Service Provider shall update the existing documents prepared in 2008 titled "Request for Proposal" and "Memorandum of Information" and shall assist in determining the Reserve Price for the assets on offer. The Service Provider shall further assist in selection of the successful bidder for the assets through global bid process including in holding pre-bid meeting, opening and evaluating bids and advise on selection of successful bidder. The Service Provider will eventually assist in finalizing and executing an Agreement for transfer of the assets to the successful bidder.

The interested Service Providers may submit their Bid to BGML within three weeks from the publishing of the Tender Notice, as stipulated. The last date and time of bid is 3.00 P.M. of 9/10/2013.

BGML intends to call for a pre-bid meeting of interested bidders, during which the prospective Service Providers may make presentation or suggest changes, if any, on the provisions of the tender document or may seek clarification, if any. Prospective Service Providers are requested to convey their consent to participate in the pre-bid meeting and also to send their queries/suggestions in advance. BGML, after considering the clarification sought / changes suggested would publish the "Amendment" at least some days before the last date for submission of response by the prospective Service Providers. It reserves the right to issue any other successive amendment if need be.

The interested prospective Service Provider shall submit their bid in accordance with the Bid and Amendments to be floated by BGML as mentioned above. The Technical bid (Part – I) and Price Bid (Part – II) submitted by the bidders shall be evaluated in accordance with the provisions of the Bid and Amendments. The selected bidder shall be communicated of the decision in writing and his name would also be posted on the website.

[Signature of bidder with date and seal]

**Bharat Gold Mines Limited**  
**(Government of India Undertaking)**

Suvarna Bhavan, Kolar Gold Field, P.O. Oorgaum – 563120, Karnataka

**No BGML/MD/GT/2013-14/177**

**Dt. 19.9.2013**

**NOTICE INVITING**

**Bids for engagement of Service Provider for Bharat Gold Mines Limited**

1. Bharat Gold Mines Limited (BGML), a Public Sector Undertaking of Government of India, engaged in production of gold and manufacturing of mining equipment stopped its operations in 2001. The Company intends to offer for sale the assets like land, buildings, gold ore reserves/resources, tailing dumps, plants & machines, equipment's etc., are located in Kolar Gold Fields, Karnataka, Bisanatham Mine, Chigaragunta Mine in Chittor District and Ramagiri Mines in Ananatapur District of Andhra Pradesh. The offer for sale is proposed to be made to a successful bidder to be selected through Global Bidding process. BGML intends to engage a Service Provider for the purpose of assisting in such bidding process, from start to finish.
  
2. **The scope of services is as follows:**
  - (i) **Updating / modifying the existing documents titled “Request for Proposal” and “Memorandum of Information” prepared in 2008, for inviting bids.**
  - (ii) **Assisting the BGML in fixing Reserve Price, in inviting bids, holding pre-bid meeting, finalizing bid document, evaluating bids and in selection of successful bidder.**
  - (iii) **Drafting and executing the agreement to be entered into by BGML with the successful bidder.**
  
3. **Submission of Bid:**

Reputed merchant/investment banks, consultancy firms and institutions with requisite and relevant expertise in assets valuation and in bidding process and interested in providing such services are invited to submit their bid for selection as Service Provider singly or as a consortium, with quoting a lump sum fee inclusive of all taxes and all expenses towards travelling, boarding and lodging charges, out of pocket expenses etc. for rendering the services detailed in Para 2 above, to Managing Director, Bharat Gold Mines Ltd., Survana Bhavan, Oorgaum Post, Kolar Gold Fields – 563120, Karnataka by 03:00 p.m. on 9.10.2013 in the prescribed tender document.

[Signature of bidder with date and seal]

4. Interested agencies may download the tender document containing all details from the website <http://www.mecl.gov.in> and Ministry of Mines website <http://mines.gov.in> in between 19/9/2013 to 9./10/2013. The documents referred to at 2(i) though not part of the tender shall also be available on the website.
5. The bidders shall be required to deposit, along with their bid, a non-refundable tender document fee of Rs.10,000 (Ten Thousand rupees) only and an earnest money deposit of Rs.1,00,000 (Rupees One Lac) only by way of demand draft drawn in favour of Bharat Gold Mines Limited, payable at Kolar Gold Fields, Oorgaum, Karnataka or through a bank guarantee in prescribed format at the time of filing bid document.
6. The technical bids will be opened in the presence of representatives of the bidders at 04:00 p.m. on the last date for submission of bids in the office of the Managing Director, Bharat Gold Mines Ltd. at Survana Bhavan, Oorgaum Post, Kolar Gold Fields – 563120, Karnataka.
7. The last date and time for submission of bids is by 3.00 P.M. of 9.10.2013.
8. The bids should be unconditional. Conditional bid would be out-rightly rejected. BGML reserves the sole right to accept or reject any or all bids without assigning any reason therefor.
9. For further details, the following offices can be contacted:
  - (i) Managing Director, BGML, Corporate Office MECL, Dr. Babasaheb Ambedkar Bhawan, Seminary Hills, Nagpur – 440 006, Maharashtra, India. Ph:0712-2510289, email: cmd@mecl.gov.in
  - (ii) OSD, BGML, Survana Bhavan, Oorgaum Post, Kolar Gold Fields – 563120, Karnataka, India. Ph:08153-260274, email: bgml\_kgf@yahoo.in
10. A pre-bid meeting shall be held under the Chairmanship of Managing Director, BGML at the office of **MD- BGML, Kolar Gold Fields, Suvarna Bhavan, P.O. Oorgaum, – 563120, Karnataka** at 11:00 hrs on 26.9.2013. Bidders may send their queries in writing by email at least 2 days prior to the pre-bid meeting at following emails:

cmd@mecl.gov.in

OR

bgml\_kgf@yahoo.in

[Signature of bidder with date and seal]

Bharat Gold Mines Limited (BGML)

(Government of India Undertaking)

Suvarna Bhavan, Kolar Gold Field, P.O. Oorgaam – 563120, Karnataka

## Section -1

### BACKGROUND, SALIENT FEATURES, INSTRUCTION TO BIDDERS & BID FORMATS

1.0 Bharat Gold Mines Ltd, Government of India Undertaking intends to hire Service Provider for the following services:

- (i) **Updating / modifying the existing documents titled “Request for Proposal” and “Memorandum of Information” prepared in 2008, for inviting bids.**
- (ii) **Assisting in fixing Reserve Price of assets, in inviting bids, holding pre-bid meeting, finalizing bid document, evaluating bids and in selection of successful bidder.**
- (iii) **Drafting and assisting in executing the agreement to be entered into by BGML with the successful bidder.**

## 2.0 Eligibility

2.1 The basic eligibility criteria for **bidder** are as follows:

- a) The bidder shall be a Service provider(s)/ Consultant(s) having their establishment in India and must be registered under relevant laws and rules in India. The bidder may also be a legally bonded Joint Venture company or a consortium formed for similar purpose. Consortium shall not have more than two constituents including the lead member. The lead member of the joint venture or consortium should fulfill the eligibility criteria on his own without depending upon other member.
- b) The bidder and all members of the JV/consortium in its name shall have PAN (Permanent Account Number) with Income Tax authority in India.
- c) The bidder and members of JV/consortium in its name shall have Service Tax Registration number in India.

[Signature of bidder with date and seal]

**Note: Henceforth the ‘bidder’ wherever it occurs means the “bidder/lead member of JV/consortium” unless otherwise specified.**

## 2.2 Bidder’s Experience Credential Requirement:

- i) The bidder must have successfully completed at least three assignments rendering similar services covering complete process of open competitive bidding and asset valuation, for fee not less than Rupees 40 lakh each or two such assignments of fee of Rupees 60 lakh each or one such assignment of fee of Rs. 120 lakh or more during last five years ending 31st March of the previous financial year:
- ii) The bidder in its name must have achieved average annual financial turnover certified by Chartered Accountant of at least Rupees 1.5 crore over the last 3 (three) financial years from services of similar nature, ending 31st March of the previous financial year.
- iii) The bidder/JV/consortium must possess on its rolls "key personnel" (minimum number) of the following categories with requisite qualification and experience whom they will deploy for the Consultancy:-

| Sl. No | Skill of key personnel                  | Requisite Qualification    | Minimum Experience | Minimum Number |
|--------|---|----------------------------|--------------------|----------------|
| 1      | Technical Expert                        | Graduate Engineer (Mining) | 10 years           | 1              |
| 2      | Technical Expert                        | Graduate in Geology        | 10 years           | 1              |
| 3      | Technical Evaluator (Plant & Machinery) | Chartered Engineer         | 10 years           | 1              |
| 4      | Financial Expert                        | Chartered Accountant       | 10 years           | 1              |
| 5      | Legal Expert                            | LLB/LLM                    | 10 years           | 1              |

## 3.0 Submission of BID

### 3.1 Language of Bid:

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Employer, shall be written in the English language. In case any printed literature furnished by the Bidder, is written in other language and accompanied by a

[Signature of bidder with date and seal]

translation of its pertinent passages in the English language, for the purposes of interpretation of the bid, such translation shall govern.

### 3.2 Documents Comprising the Bid:

The bid duly completed and signed by the Bidder together with Attachments, should be submitted and shall comprise of the following documents in separate sealed cover:

Part - I: This part shall be marked as "TECHNICAL BID" and shall not contain any price.

Part - II: This part shall be marked as "PRICE BID" and shall contain prices only duly completed and signed by the Bidder, without any terms and conditions.

### 3.3 Attachments to the "TECHNICAL BID" (Part - I):

Each Bidder shall submit "Bid Form" in accordance with the format placed at ITB Annexure IV, duly completed and signed by the Bidder, along with the following attachments. TECHNICAL BID" (Part - I) should be submitted in accordance to para 3.6

#### 3.3.1 Attachment 1 : "BID SUBMISSION FORM"

The bidders shall submit the "Bid Submission Form" in accordance with the format placed at ITB Annexure I

#### 3.3.2 Attachment 2 : Power of attorney

The bidder shall submit "Power of attorney" in accordance with the format placed at ITB annexure II

#### 3.3.3 Attachment 3 : Bid document Fee and Bid Security

The bidder shall submit Demand Draft for non-refundable Bid Document Fee. "Bid security" of requisite amount as per para 9 by Demand Draft/B.G. in accordance with the format placed at ITB annexure III shall also need to be submitted.

#### 3.3.4 Attachment 4 : Requisite requirement as per Para 2.1

The bidder shall furnish the details towards provisions of para 2.1(a),(b) & (c) and shall submit a declaration, duly signed by authorized representative, confirming "Compliance of provisions of eligibility criteria as per provisions of para 2.1(a),(b) & (c) separately. Copy of all relevant documents as applicable should be submitted in support of the declaration.

#### 3.3.5 Attachment 5: Requisite requirement as per Para 2.2

[Signature of bidder with date and seal]

The bidder and JV/consortium members shall furnish the details as per enclosed format at Annexure - IV towards provisions of Para 2.2(i),(ii), & (iii) duly signed by concerned authorised representative. Copies of the all relevant documents as applicable should be submitted in support of the declaration.

3.3.6 Attachment 6: Permanent Account Number

Copy of PAN (Permanent Account Number) with Income Tax authority in India duly signed by authorized representative of bidder and JV/consortium member.

3.3.7 Attachment 7: Service Tax Registration

Copy of Service Tax Registration number in India duly signed by authorized representative of bidder and JV/consortium member.

3.3.8 Attachment 9: Copy of JV/Consortium formation., The Bidder shall submit a copy of the JV/Consortium formation/agreement.

3.3.9 Attachment 8: Copy of Bid Document

Copy of Bid Document duly signed by authorized person of the Bidder, on each page as a mark of acceptance of terms & conditions of the same be submitted.

3.4 Bid Form and Price Schedules (Part II)

The Bidder shall complete the Bid Form (PRICE BID ITB Annexure-V) furnished in the Bidding Document in the manner and detail indicated therein and submit the same duly signed & sealed in accordance with para 3.6

3.5 No alternative Bid shall be considered.

3.6 Format and Signing of Bid

The Bidder shall prepare and submit original Technical and Price Bids separately in two sealed covers.

3.6.1 The bid shall consist of the documents listed above, shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The letter of authorization shall be through power of attorney accompanying the Bid and submitted as Attachment 2, in Part-I. All pages of the bid shall be initialed by the person or persons signing the bid.

[Signature of bidder with date and seal]

3.6.2 Any alteration, omission, addition, interlineations, erasures or overwriting shall only be valid if they are initialed by the person or persons signing the bid.

3.6.3 The "TECHNICAL BID"(Part-I) & "PRICE BID" (Part II) along with the above documents shall be submitted in hard copy to the office of the

Managing Director

Bharat Gold Mines Ltd,

Suvarna Bhavan,

P.O. – Oorgaam – 563120

Kolar Gold Field,

Karnataka

Tele fax +91-8153260274, +91-8153260277

The Bid will be received between 10.00 hours and 15.00 hours during any working day from 19.9.2013 to 9.10.2013 at the above mentioned address.

All documents must be submitted in the English language. Any correction must be countersigned by the authorized representatives.

#### **4.0 AMENDMENT OF BID DOCUMENT**

- 4.1 BGML reserves the right to modify the Bid Document by "Amendment" for any reason whatsoever at any time prior to the last date of submission of Bid. The "Amendment" along with this Bid Document shall thereafter become part of the Bid document.
- 4.2 After the last date of submission of Bid, the bidder(s) shall not be allowed to modify it.
- 4.3 BGML reserves its right to accept or reject any or all tenders or any part of the tender without assigning any reason whatsoever and it shall not be liable for any compensation to expenses/loss incurred by the bidder or consortium in the process in whatever manner it may be.

[Signature of bidder with date and seal]

## **5.0 “BID” TO BE SUBMITTED BY COMPANY/ CONSORTIUM**

- 5.1 “BID’ submitted by a Firm or Company shall be signed by authorized representative and a copy of Power of Attorney given to him shall be submitted along with Letter of consent (ITB Annexure VI).
- 5.2 The Lead Consortium member shall authorise their representative as the “Leader”, who will be authorized to incur liabilities of any and all members of the Consortium.
- 5.3 A copy of the agreement entered into by the JV/Consortium will be submitted along with the “Letter of consent’.
- 5.4 The “BID” shall remain valid for a minimum period of 180 (one hundred eighty) days from the last date of its submission.

## **6.0 Bid Evaluation Methodology**

- (i) Eligibility criteria as mentioned in para 2.0 of Section 1 of the Bid document.
- (ii) Submission of cost of tender document and earnest money (bid security) as indicated in the tender document.
- (iii) Tender be submitted as per details in tender document completely.
- (iv) Subject to meeting the minimum technical eligibility as per sub-clause (i) to (iii) above the bidder shall be graded as per their average financial turnover from services of similar nature in the last three years.
- (v) The bidder shall be assigned 10 points for the minimum achievement of Rs.1.5 crore as per Section 1, para 2(ii) and 1 point for each additional Rs.1 crore of average turnover over 3 years from services of similar nature subject to a maximum of another 10 points.
- (vi) Depending on the points scored, the L1 amongst the top three scorers shall be considered for the award of work. In case there are more than 3 consultants with 20 points, the bids of all such consultants shall be considered for ascertaining the L1.

## **7.0 Language of the Bid**

All documents relating to the Bid shall be in the English language.

## **8.0 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of his Bid and the BGML will in no case be responsible or liable for those costs and / or will not reimburse any expenditures / costs whatsoever it may be.

[Signature of bidder with date and seal]

**9.0 Bid Security/ Earnest Money :**

INR 1,00,000 (Indian Rupees one lakh only) as Earnest Money / Bid Security is to be deposited in the form of irrevocable Bank guarantee (from Scheduled Commercial Bank) with validity of 30 days beyond the validity of the Bid in the format given in the Bid Document. Demand drafts will also be acceptable as Earnest Money / Bid Security drawn in favour of Bharat Gold Mines Ltd..on any scheduled bank payable at its branch at Kolar Gold Fields.

Earnest Money / Bid Security of the unsuccessful bidders shall be refunded as promptly as possible after finalisation of the tender and shall bear no interest.

**10.0 One Bid per Bidder**

Each Bidder shall submit only one Bid, either individually or as a partner in a partnership firm or a public limited firm or as member of consortium. A bidder who submits or participates in more than one Bid will cause all the proposals with such Bidder's participation to be disqualified.

**11.0** BGML is not under any obligation to accept the Lowest bidder and reserves the right to reject any or all the tenders without assigning any reason whatsoever at its sole discretion.

**12.0 Bid Validity**

- (i) "Bid" shall remain valid for a period not less than 180 days from the last date of submission of the bid. A "Bid" valid for a period lesser than this shall be rejected by BGML.
- (ii) In exceptional circumstances, prior to expiry of the original time limit, BGML may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder agreeing to the request will not be required or permitted to modify his "Bid" but will be required to extend the bid validity and the validity of bid security for the additional period as requested.

**13.0 Correspondence**

All correspondence in this connection shall be addressed to the office of the Managing Director, BGML, and signed confirmation copy sent through mail / courier.

**14.0 Legal Jurisdiction**

The matter relating to any dispute or difference arising out of this Bid and subsequent contract awarded based on the Bid Document, if any, shall be subject to the Competent Court of Law, Kolar Gold Fields, Karnataka.

[Signature of bidder with date and seal]

## BID SUBMISSION FORM

Ref.No.....

Date:.....

From:[Name of Company]

[Address of Company]

To

Managing Director

Bharat Gold Mines Ltd,

Suvarna Bhavan,

P.O. – Oorgaum – 563120

Kolar Gold Field,

Karnataka

BidNo.-----

Dear Sir,

We the undersigned, through this letter are submitting our Bid for selection as service provider of BGML. The undersigned is authorized to sign the “ BID SUBMISSION FORM” and to finalise any contractual Terms & Conditions against the “Bid Document”. Power of attorney as per format placed at Annexure II enclosed.

2 We confirm acceptance of all the provisions and Terms & Conditions of Consultancy including “Scope of Services” and “Terms &Conditions”. Copy, of the BID DOCUMENT duly signed is enclosed as a mark of acceptance.

3 We authorize BGML to proceed with due diligence necessary to verify the information presented by us in connection with the selection of service provider;

4 We confirm the veracity of the information presented in response to the Bid Document.

5 We have not participated in this bidding process through another bidder either directly or through its  
[Signature of bidder with date and seal]

subsidiaries and/or affiliates.

6 We confirm that validity of the Proposal/Letter of consent is 180 days from the last date of submission of bid.

Our Proposal is binding upon us.

We understand you are not bound to accept any Proposal you receive.

Your sincerely

Encl: As Above

Authorized Signature

Name and Designation

[Signature of bidder with date and seal]

**ITB ANNEXURE – II**

## FORMAT OF POWER OF ATTORNEY

(Format for the Notarized and Legalized Power of Attorney for Authorised Signatory dealing the Bid on behalf of the Bidder)

(To be executed on Non-Judicial Stamp Paper of appropriate value)

I \_\_\_\_\_ on behalf of M/s(Name & address of the Bidder) would like to declare as below:-

WHEREAS I HEREBY AUTHORISE Mr./Mrs \_\_\_\_\_ to act as my Attorney and to look after the affairs pertaining to the Bid against the Bid Document bearing No. issued by BGML.

AND WHEREAS the above named person ,Mr./Mrs. \_\_\_\_\_ is sufficiently capable and knowledgeable about all the affairs related to the said Bid and is capable of handling them and decision taken by him shall be binding on the Bidder.

Attested by:-

|   |
|---|
| Signature   |
| Name and Designation of the Authorised Signatory: Signature of the Authorised Signatory |

:

Name of the Person : (CEO of the Bidder) Designation :

For and on behalf of : (Name of the bidder)

[Signature of bidder with date and seal]

**BID SECURITY BANK GUARANTEE**

(On non-judicial stamp paper of value not less than Rs..25.00)

..... (Name of the  
Bank)

Address .....

Guarantee No. ....

A/c Messrs ..... (Name of Bidder)

Date of Expiry .....

Limit to liability (currency &amp; amount) .....

Invitation For Bid No. .... dated .....

For ..... (Description of work) Subject: ..... Bid  
Security Bank Guarantee.

Date ..... 200..

To

Managing Director

BGML

.....

.....

[Name and Address of Employer]

[Signature of bidder with date and seal]

Dear Sir,

In consideration of BGML (hereinafter called "Employer") which expression shall unless repugnant to the subject or context include his successors and assigns having agreed to exempt M/s \_\_\_\_\_ (hereinafter called "Bidder") from demand under the term conditions of "Standard Bidding Documents" (hereinafter called "Bidder Document") issued by the employer vide No. \_\_\_\_\_ for the work \_\_\_\_\_ (Name of Work) from deposit of Bid Security for the due fulfillment by the Bidder of the terms and Conditions contained in the said Bidding Document on production of Bank Guarantee for Rs.100,000/ (Rupees One Lac) only.

We the \_\_\_\_\_ Bank Ltd. (Name of Bank)(hereinafter referred to as "Bank") having our registered office at \_\_\_\_\_(address of Bank) do hereby undertake and agree to indemnify and keep indemnified the Employer to the extent of Rs. 100,000/only) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by the Employer by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by the Employer on demand and without demur to the extent aforesaid.

2. We \_\_\_\_\_ Bank Ltd. do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder's failure to fulfill the conditions of said Bidding Document. 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 Rs.100,000/.

3. We \_\_\_\_\_ Bank Ltd. further agree that the Employer shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of the Employer that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered decision of the Employer that the Bidder has committed such breach or breaches and to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer shall be final and binding on us.

4 We \_\_\_\_\_ Bank Ltd. further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee.

5. We \_\_\_\_\_ Bank Ltd. further agree with you that you 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 Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you

[Signature of bidder with date and seal]

against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or by any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.

6. It shall not be necessary for the Employer to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which Employer may have obtained from the Bidder at this time when proceedings are taken against Bank hereunder be outstanding or unrealized.

7. We \_\_\_\_\_ Bank Ltd. further undertake to unconditionally pay the amount claimed by the Employer merely on demand and without demur to the extent aforesaid.

8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing and agree that any change in the constitution of the Employer or the Bidder or the said Bank shall not discharge our liability hereunder dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ for \_\_\_\_\_ Bank Ltd.

Yours faithfully

For .....  
(Name of the Bank)

[Signature of bidder with date and seal]

## FORMAT-I

(To be filled in by the bidder)

**Format for submission of information towards eligibility criteria**

## DETAILED INFORMATION ABOUT THE BIDDER

**1.0 Ref Para 2**

| Sl. No. | ITEMS  | DETAILS              |
|---------|--|----------------------|
| i)      | Name of the Bidder   |                      |
| ii)     | Legal Status   |                      |
| iii)    | a)Postal address of the Registered Office<br>b)Telephone no.(s) (c) Fax No.(s) (d) Web site, email, if any   | a)<br>b)<br>c)<br>d) |
| iv)     | a)Name of the authorized representative, Designation and postal address. (b) Telephone.<br><br>(b  | a)<br><br>b)         |
|         | If JV or Consortium  |                      |
| v)      | A)Address of the Registered Office of the JV Partner/consortium member(s),(b) Telephone No. (c) Fax No.(s)<br><br>JV Partner /consortium member(s).<br>b)Telephone no. | a)<br><br>b)<br>c)   |
| vi)     | Any other information, if necessary  |                      |

\* In case of JV/Consortium details of each member be submitted separately.

Place:

Signature, Name &  
Designation

Date:

Authorized

[Signature of bidder with date and seal]

**ITB Annexure–IV (cont.)****Format for Submission of Information towards eligibility criteria**

## FORMAT–I

(To be filled in by the bidder)

## DETAILED INFORMATION ABOUT THE BIDDER

**Section 1.0 Ref Para 2 (cont.)**

| Sl. No. | ITEMS  | DETAILS |
|---------|--|---------|
| i)      | Name of the Company*   |         |
| ii)     | Year of incorporation of the company under companies Act.  |         |
| iii)    | Banker's Name and Address  |         |
| iv)     | Firm's Registration Number (under company Act)   |         |
| v)      | Permanent Account Number (PAN)   |         |
| vi)     | Service tax registration no. in  |         |
| vii)    | The Government owned institutions may participate if only they can establish that they are legally and financially autonomous and operate autonomously and operate under | YES/NO  |
| viii))  | Any other information  |         |

\*In case of JV or consortium details of each member is to be submitted by each member separately.

Certified attested copy, as applicable to be enclosed.

Date:  
Place:

Authorized Signature, Name  
& Designation

[Signature of bidder with date and seal]

**Annexure–IV (cont.) ITB****Format for Submission of Information towards eligibility criteria**

## FORMAT–II

(To be filled in by the bidder)

## DETAILS OF SIMILAR TYPE OF ASSIGNMENTS COMPLETED DURING THE LAST FIVE YEARS

**Section 1.0 Ref. Para 2**

| Sl. No. | Brief Title of Assignment | Employer Name & Address | Year of completion | Fee in Rs.Lakh | Other information , if any |
|---------|---------------------------|-------------------------|--------------------|----------------|----------------------------|
| 1       |                           |                         |                    |                |                            |
| 2       |                           |                         |                    |                |                            |
| 3       |                           |                         |                    |                |                            |

\*In case of JV/Consortium details of each member be submitted separately.

Documentary evidence in form of certified copies of work orders and completion certificates (both) should be submitted for each of the assignment.

Authorized Signature,

Name and Designation

Date:

Place:

[Signature of bidder with date and seal]

**Format for Submission of Information towards eligibility criteria**

## FORMAT–III

(To be filled in by the bidder)

## FINANCIAL PARTICULARS OF THE BIDDER

**Section 1.0 Ref Para2**

| Sl. No. | ITEMS   | DETAILS   |
|---------|---|---|
| i)      | Turnover of fee from similar assignments during each of last three financial years(uptoMarch,2013).*<br><br>(In case of consortium, the turnover of each member should be furnished separately) | Turnover (INR)<br><br>FY :<br><br>2010-11<br><br>2011-12<br><br>2012-13 |
| ii)     | Copies of annual audited accounts statement for 3 years submitted   | Yes/No  |

\*Turnover be certified from firm's chartered accountant and auditor that it is from similar assignments for each financial year

\*\*In case of JV/Consortium details of each member be submitted separately.

Date:

Place:

Signature of Owner/Authorised

Representative of the Bidder

[Signature of bidder with date and seal]

**Format for submission of information towards eligibility criteria**

## FORMAT–IV

(To be filled in by the bidder)

DETAILS OF THE MANPOWER OFFERED FOR THE ASSIGNMENT UNDER BID.

**Section 1.0 Ref Para2**

| Sl. | Names of key personnel | Qualification | Experience |
|-----|------------------------|---------------|------------|
| 1   |                        |               |            |
| 2   |                        |               |            |
| 3   |                        |               |            |
| 4   |                        |               |            |
| 5   |                        |               |            |

Note: Bio data of key personnel should be furnished.

One of the above personnel should be nominated the team leader. Team leader to be of lead consortium member.

Date:

Place:

Signature of Owner/Authorised

Representative of the bidder

[Signature of bidder with date and seal]

**Format for Submission of Price bid**

FORMAT-I

(To be filled in by the bidder)

PRICE BID

| SI No | Item  | Firm Price(INR) in both numerical and words |
|-------|---|---|
| 1     | <b>All Inclusive Fee for Scope of services of the service provider in accordance to Para-1.0(i) to(iii) of Section-1.</b> | (Rupees)                                    |
| 2     | <b>Service Tax etc as applicable</b>  | (Rupees)                                    |
|       | <b>Total Firm Price</b>   | (Rupees)                                    |

Date:

Place:

Signature of Owner/Authorised

Representative of the bidder

NB: \* In case of JV or consortium, lead partner of consortium shall sign Price bid document.

[Signature of bidder with date and seal]

## FORMAT FOR LETTER OF CONSENT

Ref. No. ....

Date .....

From : [Name of Company]

[Address of Company]

To

Managing Director

Bharat Gold Mines Ltd,

Suvarna Bhavan,

P.O. – Oorgaum – 563120

Kolar Gold Field,

Karnataka

Tender No. ....

Dear Sir,

We, the undersigned, through this letter are submitting our “Letter of Consent” for selection as Service Provider for Consultancy Services for

- (i) Updating / modifying of the existing documents prepared in 2008 for inviting bid for BGML.
- (ii) Assisting the BGML in fixing reserve price, in inviting bids, holding pre-bid meeting, finalizing bid document, evaluating bids and advising on successful bidder.
- (iii) Drafting and assisting in execution of the transfer agreement to be entered into by BGML with the successful bidder.

The undersigned is authorized to sign the Letter of Consent, make presentation and to  
[Signature of bidder with date and seal]

finalize any contractual Terms & Conditions against the bid.

BGML is authorized to proceed with due diligence necessary to verify the information presented by us in connection with the selection as Service Provider. We also confirm that we shall attend meetings and make presentation, as and when required.

Yours sincerely

Authorized Signature,

Name & Designation

[Signature of bidder with date and seal]

**Section-2****SCOPE OF SERVICES****1. Scope of services of the service provider**

Bharat Gold Mines Ltd, Government of India Undertaking intends to hire service provider for the following services in relation to the assets of the company to be offered for sale through global competitive bidding process:

- (i) Updating / modifying the existing documents titled “Request for Proposal” and “Memorandum of Information” prepared in 2008, for inviting bids.
- (ii) Assisting in fixing Reserve Price of assets, in inviting bids, holding pre-bid meeting, finalizing bid document, opening and evaluating bids and advising in selection of successful bidder.
- (iii) Drafting and assisting in executing the transfer agreement to be entered into by BGML with the successful bidder.

[Signature of bidder with date and seal]

### Section-3

#### GENERAL CONDITIONS OF CONTRACT

- 1.0 The following Terms & Conditions shall be applicable during execution of the work by the successful Service provider selected by BGML.
- 1.1 It shall be confirmed that the terms and conditions laid down in this chapter shall be acceptable by the bidder (s).
- 1.2 The language of the bid/ offer, drawings and all correspondences between BGML and the successful bidders shall be in English only. However, any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of the bid, the English translation shall Government.

#### 2.0 Definitions

In the Bid Document, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- i) 'Accepting Authority' shall mean the BGML and includes its authorized representative or any other person empowered on their behalf by BGML.
- ii) 'Approved' shall mean approval in writing including subsequent written confirmation of previous verbal approval(s).
- iv) 'Employer/BGML' wherever occurs in the document, means the Bharat Gold Mines Limited, a Government of India Undertaking, and is represented by managing Director, BGML or his authorised representative or any other officer specially deputed for the purpose.
- v) 'Discrepancy'—In the event of any discrepancy in words and figures, the description in words shall prevail.
- vi) 'Rupees' shall mean the lawful currency in India.
- vii) 'Singular & Plural' words imparting the singular and plural meanings also mean the plural and singular where the context so requires..
- viii) 'Works' shall mean the scope of services / works required to be executed In accordance with the Bid Document.
- ix) The "Government" shall mean the "Government of India" or "Government of State where the Site is located" or an authorized representative/agency/department of the "Government of India" or an  
[Signature of bidder with date and seal]

authorized representative/agency/department of the "Government of State where is Site is located"

- x) "Service provider(s)" shall mean the successful bidder (the lead member in case of consortium bid) whose bid has been accepted by the BGML and a written intimation has been given by BGML to this effect and shall include his legal representative, successors and permitted assigns..

### **3.0 Duration of contract.**

Upon receipt of a written Letter of Award from the BGML, the successful bidder shall perform the services with due diligence and in accordance with the schedules agreed to herein, for each sub activity.

After the closure of sub activity there may be some periods of time before start of other activity. Such periods shall not be held against the service provider for time provided for completion of activity on intimation by employer. The period of completion for the performance of Services by the Successful Service Provider under the Agreement shall be as follows :-

|       |  |          |
|-------|--|----------|
| (i)   | Updating/modifying the existing documents titled "Request for Proposal" and "Memorandum of Information" prepared in 2008 for inviting bids.                            | 6 weeks  |
| (ii)  | Assisting the BGML in fixing Reserve Price, in inviting bids, holding pre-bid meeting, finalizing bid document, evaluating bids and in selection of successful bidder. | 12 weeks |
| (iii) | Drafting and executing the agreement to be entered into by BGML with the successful bidder.  | 6 weeks  |

### **4.0 Consultancy fees**

The total fees hereunder shall not exceed the amount quoted in price bid Part –II and agreed by BGML in award letter ,till the date of completion of the Agreement and shall include all costs, taxes and expenses in the performance of the Services.

### **5.0 Officer-in-charge**

MD, B G M L or his authorized representative shall act as Officer-In-charge for the contract.

[Signature of bidder with date and seal]

## 6.0 Payment Terms

The payment terms of fees will be as follows:

- a) 10% of fees within 15 days of submission and acceptance of Methodology for undertaking the job.
- b) 20% of Fees within 15 days of submission of draft updated and revised documents.
- c) 30% of Fee on calling for bid, acceptance of valuation report, submission of bid evaluation report and of draft transfer agreement.
- d) 20% of Fees within 15 days on selection of bidder.
- e) 10% of Fee within 15 days of signing of transfer agreement with the successful bidder.
- f) Balance 10% of Fee on successful completion of Consultancy in all matters.

Note: The payment shall be subject to satisfactory performance, as judged by the employer.

## 7.0 Confidentiality

The Service provider and their personnel shall not disclose any propriety or confidential information relating to the Project Services, this contract or the employer's business or operations without the prior written consent of the Employer. Service provider shall sign an integrity Pact as per format placed at Annexure –VII.

## 8.0 Limitation of Liabilities

Employer shall in no way be responsible for any liabilities arising out of the Bidder's contractual obligation with their personnel, experts, engineers, sub-contractors, licensors, collaborators, vendors, consortium members or subsidiaries. Similarly, the consultant shall in no way be responsible for any liabilities arising out of acts of BGML personnel.

## 9.0 Security Deposit

The successful service provider shall submit Security deposit for the amount equivalent to 10% of the lump sum fee agreed fee within seven (7) days from the date of issue of Letter of award towards Performance Guarantee. The Security deposit may be submitted in the form of Bank Guarantee from any scheduled Indian bank as per the format placed at Annexure VIII. The validity of the bank guarantee shall be up to 120 days after the execution of the transfer agreement with successful bidder by BGML.

[Signature of bidder with date and seal]

## 10.0 Access to Consultant's Office

The authorized representative(s) of Employer shall have write to access to the bidder's premises at any reasonable time during the pendency of the concerned assignment for expediting, inspection, checking of the progress of their work.

## 11.0 Settlement of Dispute

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be settled amicably after mutual consultations/ In the event of non-settlement of the dispute, the redressal of the dispute shall be sought through court of law. The Competent Court of Law at Kolar Gold Fields, Karnataka shall have exclusive jurisdiction of settlement of the dispute or any matters under the contract, under laws of India.

## 12.0 Termination

### 12.1 By the Employer

The Employer, i.e., B G M L may terminate this Contract by giving not less than thirty (30) day's written notice of termination to the Service Provider in cases of events referred to in paragraphs (a)to(d) of this Clause and sixty(60)days in the case of the event referred to in(e):

- a) If the Service Provider does not remedy a failure in the performance or their Obligations under the Contract within thirty (30) days of receipt after being notified or within any further period, as the Employer may have subsequently approved in writing::
- b) if the Service Provider become insolvent or bankrupt;:
- c) if the Service provider in the judtgement of Employer have engaged in corrupt or fraudulent practices in executing the contract.
- d) If liquidated damages reach 10%.
- e) if the Employer in its sole discretion and for any reason whatsoever decides to terminate this contract.

### 12.2 By the Service provider(s)

The Service Provider may terminate this Contract by giving not less than thirty (30) days written notice to the Employer. Such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this clause.

- a) If the Employer fails to pay any money due to the Consultant pursuant to this Contract and not subject to disputes pursuant to Clause and within forty-five (45) days after receiving written notice from the service provider that such payment is overdue or
- b) If, as a result of Force Majeure, the Service Provider is unable to perform a material portion

[Signature of bidder with date and seal]

of the Services for a period of not less than sixty (60) days.

### 12.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 12.1 and 12.2 the BGML shall make the following payments to the Service provider:

- a) Except in case of termination pursuant to paragraphs (a), (b) (c) and (d) of Clause 12.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the personnel and their eligible dependents.
- b) Remuneration pursuant to Clause 12.2 for the services satisfactorily performed prior to the effective date of termination.

### 13.0 Liquidated Damages

In case of delays attributed to Service Provider beyond the scheduled dates/period of completion of the contract, liquidated damages (not as a penalty) shall be calculated and recovered at the rate of half percent (1/2%) of the contract value of the uncompleted activities of the concerned assignment for the delay of one (1) week or part thereof, subject to maximum of ten per cent (10%) of the total contract value. Provided that the employer on an application by the Service provider may waive the liquidated Damages in case the delay occurs beyond the control of the Service provider (other than Force Majeure clause) and the service provider approaches with a week of such beginning of delay.

### 14.0 Force Majeure

Neither of the parties hereto shall be considered in default in performance of the obligations under the Agreement if such performance is prevented or delayed by Force Majeure events such as but not limited to War including Civil War (whether declared or not) civil commotion, insurgency, hostilities, revolution, riots, strikes., lockout, conflagration, epidemics, accident, fire, flood, drought, earthquack or because of any act of God or cause beyond the reasonable control of the party affected or prevented by sufficient cause provided notice in writing is given within 7(seven) days of occurrence of force majeure or within the shortest possible period by consult to Employer or vice-versa.

Soon after the cause of force majeure has been removed, the party, whose ability to perform has been affected, shall promptly notify the other party of such cessation and the actual delay occurred with necessary evidence in support thereof. From the date of occurrence of event of force majeure, the obligation of the party affected shall be suspended during the continuance of of any inability so caused until the case itself and liability resulting therefrom have been removed and the agreement time of completion of respective obligation under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

Should one of the parties be prevented from fulfilling the obligations by a state of force majeure lasting for a period of more than one (1) month, the two parties shall consult each other and decide on the future course

[Signature of bidder with date and seal]

of action for execution of the agreement.

During the period of inability to perform the services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid for the work already performed as per the terms of the agreement.

#### **15.0 Law Governing Agreement**

The Agreement shall be governed by the law as is applicable in India and shall be construed in accordance thereto competent court of law.

[Signature of bidder with date and seal]

## PROFORMA FOR INTEGRITY PACT

INTEGRITY PACT Between

<.....Limited>hereinafter referred to as“ The Principal”

and

<.....>hereinafter referred to as“ The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contracts for .....The Principal values full compliance with all relevant laws and regulation, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

### Section1–Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
1. No employee of the principal personally or through family members or any other person acting on his/her behalf within in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  2. The principal will during the tender process, treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process to all bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employee which is a criminal offence under the relevant Anti-Corruption Laws of India or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Office and in addition can initiate disciplinary actions. .

[Signature of bidder with date and seal]

## **Section 2–Commitments of the Bidder/Contractor**

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption .He/she commits himself/herself to observe the following principles during his/her participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  2. The Bidder/Contractor will not enter with other Bidders into any agreement or understanding ,whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission in the bidding process.
  3. The Bidder/Contractor will not commit any offence under the relevant Anti- Corruption Laws of India; further the Bidder/Contractor will not use improperly ,for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
  4. The Bidder/Contractor will, when presenting his /her bid ,disclose any and all payments he/she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  5. The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his/her reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder//Contractor has committed a transgression through a violation of Section 2 such as to put his/her reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression. The severity will be determined by the facts and circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

[Signature of bidder with date and seal]

2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground ,including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he/she has restored/recouped the damage caused by him/her and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 – Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Ernst Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 – Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the T1 approach or with any other Public Sector Enterprise in India that could justify his/her exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he/she can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors**

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, contractors and Subcontractors.

[Signature of bidder with date and seal]

- 3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7–Criminal charges against violating Bidders/Contractors/Subcontractors**

If the Principal obtains knowledge of conduct or a Bidder, Contractor or Sub-contractor or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform its Chief Vigilance Office.

**Section 8 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective3 contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

**Section 9 – Other provisions**

- 1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Kolar Gold Fields, Karnataka
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

-----

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For the Principal/Employer

For the Bidder/Contractor

Place .....

Witness1

Date.....

Witness 2

[Signature of bidder with date and seal]

**BANK GUARANTEE PROFORMA FOR SECURITY  
DEPOSIT/PERFORMANCE GUARANTEE (TO BE STAMPED IN  
ACCORDANCE WITH STAMP ACT)**

(TO BE ISSUED BY ANY NATIONALISED/SCHEDULED BANK AUTHORISED  
BY RBI TO ISSUE A BANK GUARANTEE)

To:

<.....> Limited,

.....

In consideration of the <..... Limited>, having its Registered office at <.....> (hereinafter called to as the “Employer” which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to [Name & Address of the Service Provider/ Consultant] (hereinafter called to as “Service Provider/ Consultant” which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work [Name of the Work] by issue of Letter of Award No.\_\_\_\_\_ [Work Order / Letter of Intent No.] and the same having been unequivocally accepted by the Service Provider/ Consultant resulting into a Contract Agreement dated valued [value of Work Order] (hereinafter called ‘the Contract’) and the Employer having agreed to accept Performance Bank Guarantee of [indicate figure]% of the Contract Value [amount in figures and words) from a Nationalised/Scheduled Bank for due performance of the work executed by the Service Provider/ Consultant as per the terms & conditions contained in the said Contract.

We, \_\_\_\_\_ [name of the Bank], of \_\_\_\_\_ [address of the Bank] (hereinafter called to as “Bank” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand and or, all money payable by the Service Provider/ Consultant to the extent of [amount of guarantee in figures and words ], at any time from to without any demur, reservation, recourse, contest or protest and/or without any reference to the Service Provider/ Consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Service Provider/ Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this

[Signature of bidder with date and seal]

Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Service Provider/ Consultant. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Service Provider/ Consultant, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Service Provider/ Consultant or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Service Provider/ Consultant and notwithstanding any security or other Guarantee that the Employer may have in relation to the Service Provider/ Consultant's liabilities.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ at

For and on behalf of the Bank.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Common Seal of Bank

[Signature of bidder with date and seal]