TENDER DOCUMENT FOR
“Outsourcing Security Services"

FOR

Bharat Gold Mines Limited

Tender No: BGML/Sec-Tender/2020-21/01

Form Fee Rs. 5000.00+ GST (18%)
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NOTICE INVITING TENDER

The Bharat Gold Mines Ltd, a public sector enterprise invites Tender in Two Bid system i.e. (i) Technical Bid and (ii) Price Bid from the qualified firms/companies as per the below mentioned schedule:

**SCHEDULE TO TENDER**

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<th>S.No.</th>
<th>Activity Description</th>
<th>Schedule</th>
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<tr>
<td>1.</td>
<td>Tender No</td>
<td>NIT No: BGML/Sec-Tender/2020-21/01</td>
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<tr>
<td>2.</td>
<td>Published Date</td>
<td>26.06.2020</td>
</tr>
<tr>
<td>3.</td>
<td>Time and last date of bid submission</td>
<td>25.07.2020/15.00 Hrs.</td>
</tr>
<tr>
<td>4.</td>
<td>Time and Date of Opening of Technical Bid</td>
<td>25.07.2020/ 16.00 Hrs.</td>
</tr>
<tr>
<td>5.</td>
<td>Minimum Validity period of tender offer</td>
<td>180 days from the date of Opening</td>
</tr>
<tr>
<td>6.</td>
<td>Scope of work</td>
<td>Providing of Security Services of 157 security guards without arms and 10 security supervisors to safeguard Bharat Gold Mines property spread over 12109 Acres of land at KGF, Karnataka and in parts of Andhra Pradesh from illegal encroachments, unauthorized constructions, theft and office security service etc.</td>
</tr>
<tr>
<td>7.</td>
<td>Estimated cost of tender</td>
<td>Rs. 7 Crore approximately</td>
</tr>
<tr>
<td>8.</td>
<td>Amount of EMD to be Deposited</td>
<td>Rs. 5,00,000/- (Rupees Five lakhs only)</td>
</tr>
<tr>
<td>9.</td>
<td>Duration of contract</td>
<td>Two Years from the date of award of contract. However, the same may be further extended or reduced based on the requirement of the company on the same terms and conditions upon discretion of Competent Authority.</td>
</tr>
<tr>
<td>10.</td>
<td>Cost of Tender Document(Form Fee)</td>
<td>Form Fee Rs. 5000.00+ GST (18%)</td>
</tr>
<tr>
<td>11.</td>
<td>Likely date for commencement of contract</td>
<td>01.08.2020</td>
</tr>
<tr>
<td>12.</td>
<td>Site Inspection</td>
<td>The tenderer may conduct site inspection for deployment of security man power at his will and cost during working hours before submission of the bid.</td>
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INSTRUCTIONS FOR BID SUBMISSION

1. Interested bidders may submit their quotation and Bidders are requested to read the instructions carefully as per the tender document. Any corrigendum/addendum regarding this tender will be made available in e-Tendering portal (https://mines.euniwizarde.com/)

2. Form fee of Form Fee Rs. 5000.00+ GST (18%) should be paid online through e-Tendering portal.

3. Earnest Money (EMD) of Rs. 5,00,000/- (Rupees Five Lakhs Only) should be paid online through e-Tendering portal.

4. Technical bid and Price bid should be submitted through online mode only.

5. It is construed that the bidder has read and agreed all the terms and conditions before submitting their offer. It also construed that Bidder has understood all the instructions and Terms and Conditions of the tender including Annexure before submission of the bid. Digitally signed tender document should be submitted during Technical bid.

6. Bidder should take into account the corrigendum / Addendum if any issued by BGML from time to time before submitting the bids.

7. Bidder should submit the Form Fee and EMD as specified in the tender.

8. The submission of the bid shall be deemed to be a confirmation that they have read all pages of the bid document including General conditions and Annexure of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

9. The price bid format should not be modified/ replaced by the bidder. The bidder should fill **Sl.No.11 (i.e. Service Charges)** of the price bid in percentage legibly in words and figures without over writing.

10. No bid will be received after closure date and time.

11. Filling all the fields in both technical and Price bids in words or figure is mandatory. Incomplete bid will summarily be rejected at the discretion of the authorized officer for the purpose.

   Sd/-

   Officer on Special Duty
   Bharat Gold Mines Limited
   P.O. Oorgaum
   Kolar Gold Fields – 563 120
   Ph: 08153-260274/Fax: 08153-260274
   Email: osdbgml@gmail.com
BID DECLARATION FORM

NIT No: BGML/Sec.Tender/2019-20/1

To The Officer on Special Duty, Bharat Gold Mines Limited, Suvarna Bhavan, P.O. Oorgaum, Kolar Gold Fields -563120.

Sir,

1. Having examined the terms and conditions of contract including annexures/enclosures the receipt of which is hereby duly acknowledged, we, undersigned, offer to undertake the work of providing “Security Services” to the Bharat Gold Mines Limited in conformity with the terms & conditions of contract attached herewith and made part of this Bid.

2. We undertake if our Bid is accepted, we will provide security services in accordance with terms and conditions stipulated in the tender document.

3. If our Bid is accepted, we will obtain the performance guarantee of a Nationalized Bank for a sum Rs 35,00,000/- (Rupees thirty five lakhs only) for the due performance of the contract and obtain a separate EPF Reg. No. for BGML within a period of 90 days.

4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6. We understand that you are not bound to accept the lowest or any bid, you may receive.

7. Paid Earnest Money (EMD) of Rs. 5,00,000/- (Rupees Five Lakhs Only) through e-Tendering portal.

Signature of Authorized Signatory with seal
TERMS AND CONDITIONS

1. GENERAL:

1.1 The Tenderer must read carefully all the terms, conditions and instructions before filling up the tender document and price bid. The Tenderer shall be bound by all terms, conditions and instructions as detailed in this tender document. The tenderers who are confident of executing the contract by providing security guards without arms and supervisors need only participate in this tender.

1.2 In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization or any other forum; such activities amounts to disqualification to participating tender procedure. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at Kolar Gold Fields only.

1.3 If any firm quotes “Nil” service charges / consideration, the bid shall be treated as unresponsive and will not be considered.

1.4 It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work for mere participation of tendering process.

1.5 It is implied that the tenderer has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rate quoted should take all factors into consideration.

1.6 The tender schedule shall be read in conjunction with Instructions for Bid submission, Terms and Conditions, General Terms & Conditions, Job Specifications, Scope of Work and Other Terms & Conditions of Contract including annexure etc. incorporated in the Tender document. The tenderer shall be deemed to have carefully examined all these documents. It is further understood that the tenderer by careful examination and satisfied with the terms and conditions of the tender document.

1.7 Number of security personnel indicated in tender may increase or decrease in each category depending on the future requirement of the company.

1.8 The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses. In case of the partnership firm, Self-Attested true copy of the partnership deed must be submitted along with the tender. Similarly in case of company the Self Attested copy of Memorandum of Article & Association.
2.0 ELIGIBLE BIDDERS:

Bidder should submit documentary proof of the following along with tender document for establishing their eligibility to participate in the tender called for:

a. Bidder must be a firm/ agency/ company that should be registered with appropriate authorities / Private Security Agency Registration ACT 2005 in the concern State Government and hold valid License and attested copy of registration may be attached.

b. Bidder must have GST registration certificate issued by competent authority. Bidder must have EPF and ESIC registration with competent authority.

c. Bidder must have PAN/TAN/GIR card.

d. The agency should have experience of providing similar services in and around Karnataka/Andhra Pradesh or anywhere in India for at least three years. The average total number of security personnel deployed in all the Units by the Bidder during previous three years should not be less than **500 on regular basis.**

e. The annual turnover of the Bidder on which service tax applicable/paid for the previous three years should be at least **Rs.10.00 Crores** and copies of audited accounts or by a certificate from the Chartered Accountant, for the previous financial years 2017-18, 2018-19 and 2019-20 shall be submitted.

f. Bidder should have previous three year income tax return certificate.

g. Presently black listed or debarred firms are not eligible to participate in the tender.

h. Any firm/company registered in the same address/operating in the same premises as that of blacklisted or debarred company, will not be eligible and the bid will be rejected.

3. COST OF BIDDING

Bidders shall bear all costs associated with the preparation and submission of the bid. The BGML will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4. BID PRICES:

Bidders should abide by the rates as mentioned in Annexure-4 for each type of man power. The price/ rates in the Bid should be legibly written in figures and words and in case of any difference, the lowest price will be taken into account. No erasing or overwriting is permissible. No alternative offer shall be entertained.

5. EARNEST MONEY DEPOSIT (EMD)

(a) Earnest Money Deposit (EMD) of Rs. **5,00,000/-** (Rupees Five Lakhs Only) shall be paid through e-Tendering portal. Earnest Money in cash/ cheque or any other form will not be accepted. Earnest Money of the unsuccessful tenderer will be refunded **without interest** within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.
(b) A Bid (Tender) not accompanied by the EMD shall be rejected by the BGML as being non-responsive at the bid opening stage itself.

(c) **Performance Bank Guarantee (PBG) of Rs. 35, 00, 000/- (Rupees Thirty five Lakhs Only)** should be submitted by the successful bidder within 15 days from the date of issue of letter of intent by BGML.

(d) The EMD will be forfeited and the bidder will be black listed or debarred at the discretion of Bharat Gold Mines Limited without further notice (i) If the bidder withdraws his bid after the bids have been opened, (ii) If the bidder fails to execute the Agreement or fails to remit the required Performance Bank Guarantee (PBG) within the stipulated time limit, (iii) Further, if the contractor fails to deploy manpower against the initial requirement within fifteen days/ stipulated period of time from the date of placing work order.

6. **PERIOD OF VALIDITY OF BID:**

The tender submitted by tenderer will remain valid for acceptance for a period of 180 (One eighty) days from the date of opening of the tender. Tenderer shall not be entitled during this period of one eighty days, without the consent in writing of BGML to revoke or cancel his tender or to vary the tender submitted or in terms thereof. The BGML shall communicate the acceptance of tender to the successful tenderer(s). Due to administrative reasons, extension of the time period, if requested by the BGML in writing, the tenderer shall accede to such request for extension and communicate his acceptance to the BGML in writing.

7. **SUBMISSION OF BIDS:**

The bid should be submitted in e-Tendering portal (https://mines.euniwizarde.com/) only.

8. **METHOD OF PREPARATION OF BID:**

   a) **PRICE BID:** Rate of contractor service charges for outsourcing of “Office Security Services” in BGML should be quoted clearly in the Price bid. The contractor shall be responsible for providing all statutory benefit to the manpower employed by him like EPF, ESI etc, as applicable.

   b) Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected.

   c) Tender with any unfilled values or incomplete in any manner will be summarily rejected.

   d) A declaration in the given proforma, has to be submitted along with the Bid document.

9. **LATE BIDS:**

Tenders should be submitted before the last date and time. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

10. **BID OPENING:**

Bid opening and finalization will be according to procedures. The Price bid will be evaluated only for technically qualified bidders. Technical bid will be evaluated subsequent 5 working days
excluding Saturday, Sunday and Closed Holiday if any. After completion of bid evaluation, price bid of all technically qualified bidders will be opened on the next working day.

11. BID EVALUATION:

a. Prior to the detailed evaluation of Technical and Price bids BGML will determine the substantial responsiveness of each bid to the Bid document. Substantially responsive bid is one which conforms to all the terms and conditions of bid document without material deviation. The BGML’s determination of bid’s responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. However the experience certificates / other documents submitted by the bidders may be verified for correctness from issuing authorities/ other sources.

b. A bid determined as substantially non-responsive will be rejected and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity. However the BGML may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

c. The Price bids of those bidders whose technical bid has been satisfactorily evaluated and found substantially responsive, will be opened subsequently after due notice through E-mail.

d. The Tender will be awarded to the L1 bidder in normal course.

12. REJECTION OF TENDERS:

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders:

a) If the requisite Earnest Money Deposit in the manner does not support the tender provided therein.

b) If the tender is not duly signed, or not found proper or complete to the satisfaction of BGML in any of the requisite matters, particular(s) or procedures or for any reason(s) which shall not be disclosed to the tenderer(s).

c) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted.

b) If prices are not filled properly in the Price Bid.

d) Without assigning any reason thereof.

13. CONTACTING THE BGML:

No bidder shall try to influence BGML authorities on any matter relating to his bid from the time of Tender closing date to till the time of award of contract. Any effort by any bidder to modify his bid or influence the bid process shall result in rejection of his bid without any notice. The decision of BGML will be final in this regard.

14. PLACEMENT OF ORDER:
BGML shall consider placement of work orders on those bidder who’s technical and price bid have been successfully considered and decided as L1 in normal course.

15. LETTER OF INTENT (LOI):

The BGML will issue an LOI which constitute the intention of the BGML to enter into contract with the bidder. The bidder shall within 7 days of issue of the LOI, give his acceptance along with Performance Bank Guarantee and also submit the Agreement duly completed in all aspects.

16. SIGNING OF CONTRACT AGREEMENT:

a. The successful Tenderer shall be required to execute an Agreement within 7 (Seven) working days of being called upon on a non-judicial stamp paper of Rs. 100/- (One hundred only) at his own cost and in the format to the effect that the tenderer and BGML are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document.

b. The BGML reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. Such action of BGML shall not construe the breach of contract.

17. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of item 16 & 17 of Terms and Conditions shall constitute sufficient ground for the annulment of the contract and the forfeiture of the Earnest Money Deposit in which event the BGML may award the contract to any other bidder at its discretion or call for new Tender.

18. DURATION OF CONTRACT:

Two Years from the date of providing security services. However, the same may be further extended on same terms & conditions based on the requirements of this office. Decision of BGML, is final in this regard.
GENERAL TERMS & CONDITIONS OF CONTRACT

1. INTERPRETATION OF THE CONTRACT DOCUMENT:

The Competent Authority in BGML and the Contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the Contract Document. In case of disagreement the dispute will be referred to the Sole Arbitrator as provided in the Contract. Any change in the Contract Document shall be set forth in writing by the representative of the parties hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this Contract Document.

2. INSOLVENCY OR DEATH OF CONTRACTOR:

2.1 In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified the BGML shall have the power to terminate the contract without prior notice.

2.2 Contractor’s heirs/representatives shall, with the consent in writing of the BGML, have the right to continue to perform the duties or engagements of the Contractor in case of his death. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to the BGML, in writing.

2.3 Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the BGML shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

3. CONTRACTOR’S RESPONSIBILITIES:

3.1 The Contractor shall not assign, sub-contract the whole or any part covered by the contract.

3.2 The contractor shall be solely responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable.

3.3 The manpower engaged by the contractor is purely responsibility of the contractor and they will not have any claim/liability on the BGML. The contractor will intimate to the local police station regarding identity and permanent address of the man power employed. A copy of the acknowledgement received from local police station should be submitted to this office.
3.4 The Aadhar card and the mobile numbers of all personnel deployed shall be submitted to the Chief Security officer under intimation to OSD, BGML in soft form and hard copies.

3.5 The contractor shall provide once in 12 months, two pairs of uniform, one pair of boots and two pairs of socks, one cap/hat & belt, whistles, raincoat, jacket, torches with battery, mufflers and sweaters etc to the security personnel as per the statutory provisions.

3.6 The contractor shall provide and maintain TWO four wheeler vehicles with trolley along with driver for the round the clock patrolling on his expense.

3.7 The contractor shall deploy suitable site manager for coordinating day to day operations. All the personnel deployed shall be connected with mobile network.

3.8 Services shall be round the clock on all the days with 8 hourly shift and 3 shifts per day.

3.9 The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and utmost secrecy and confidentiality must be maintained.

3.10 For all intents and purposes, the contractor shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed at this office. The manpower deployed by the contractor at this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against O/o Officer on Special Duty/ Managing Director, BGML and Ministry of Mines.

3.11 The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to manpower deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any manpower deployed by contractor in the course of their performing the duties, or for payment towards any compensation.

3.12 The manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to BGML officials during the currency or after expiry of the contract.

3.13 Where the Contractor is a partnership firm, the previous approval in writing of the BGML, KGF shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of contract.

3.14 Accommodation for the security guards and the supervisors will be the total responsibility of the contracting firm.

4. PAYMENT OF WAGES:

4.1 The Pay structure as per contract shall be circulated to all personnel deployed.
4.2 The wages payable to the security personnel deployed shall be as per the minimum wages act of Karnataka Government (Applicable to Zone II) plus EPF, ESI etc. In case of any revision in the minimum wages, the contractor submits his claim along with the relevant notification and proof of wage disbursement.

4.3 The statutory minimum bonus applicable under payment of bonus act 1965 will be REIMBURSED by BGML on submission of proof of such payment.

4.4 The disbursement of payment to the personnel shall be made only through their individual bank accounts and payslips furnishing all details of pay should be made available to the personnel.

4.5 The original bill for the month shall be submitted to the CSO with the copy of attendance sheets / bio metric attendance sheets and the copy of the bill shall be submitted to HRO/Personnel Manager along with ECR/Remittance challans in respect of PF, ESI. Proof of wage disbursement viz. NEFT pertaining to the previous month. After scrutiny, the eligible amount will be paid after due adjustment within 30 days from the date of submission of the bills/required details pertaining to the bills.

4.6 Claiming the bills with all the necessary enclosures/documentary proofs or delay in settlement of bills by this office shall not take for delaying the wages to the employees deployed.

4.7 The Contractor shall fix wage periods. All payment of wages shall be credited in to the respective bank accounts of employees deployed under this contract.

4.8 Wages shall be paid without any deductions of any kind except those specified by the central government by general or special order in this behalf or permissible under the payment of wages act 1956.

4.9 Contractor shall make all the statutory contributions like EPF, ESI etc. and shall deposit in the accounts of the staff deployed to this office, by following the relevant guidelines/acts.

4.10 The contractor shall be responsible for providing all statutory benefits to the personnel employed by him including off day(s) & national holidays, PF, ESI etc. & the documentary proof of the same has to be attached with each month’s bill.

4.11 The contractor shall liable to make disbursement of payment among the manpower as per the approved final rates of this contract and has to submit the documentary proof of said disbursement of previous month along with the bill of next month.

5. LABOUR RECORDS:

5.1. The contactor shall maintain a Register of Persons employed on work on contract in form XIII of the Contract Labour(R & A) Central Rules 1971 and same shall be submitted along with monthly bills to be submitted by contractor.

5.2. The contractor shall maintain a muster roll register in respect of all workmen employed by him on the work under contract in form XIVI of the CL(R & A) Rules. Along with this the contractor shall install biometric attendance machine (Minimum 3 nos.) at different locations and the software generated report should be submitted along with monthly bills.
5.3. The contractor shall maintain a Wage Register in respect of all work men employed by him on the work under contract in form XVII of the CL (R & a) Rules 1971.

5.4. The manpower deployed by the contractor will have no claim whatsoever for absorption in BGML and there is no employee and employer relationship with BGML.

6. FORCE MAJEURE:

If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BGML as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

7. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF:

7.1 The Competent BGML Authority may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation.

7.2 The Competent BGML Authority may, at its option, cancel or omit one or more location of work under this contract without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons therefore.

7.3 If at any time after the commencement of providing security personnel the Competent BGML Authority shall for any reason whatsoever not require the whole strength or part thereof as specified in the tender to be carried out, the Competent BGML Authority shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation.

8. PAYMENTS:

(a) The complete bill: The bills submitted by contractor is treated as complete only if -
   i. it is in DUPLICATE
   ii. Attendance sheet/Biometric Attendance Sheet of the contractual guards/supervisors deployed in this office is enclosed with monthly bills,
   iii. Details of payment of wages of the contractual guards/supervisors deployed at this office is enclosed
iv. Documentary proof of payment/challan of all statutory contributions like EPF, ESI etc. as applicable for the last month are enclosed

v. Submission of EPF payment, one of the below shall be provided along with corresponding EPF challan.

EPFO TRRN Query status with successful payment confirmation, generated from official website of EPFO “Or” EPF account statements/any authenticated document received from EPFO showing entries for the amount credited.

(b) Any bill received without any of the above enclosures will be treated as incomplete and will not be processed for payment and the bill may be held up till such proof is furnished at the discretion of the office.

(c) The complete bill shall be submitted by the contractor within the first week of subsequent month for the security personnel deployed in previous month.

(d) If the contractor fails to provide security personnel, BGML has the right to get the work done through other agency at the risk and cost of the bidder. Additionally the Competent BGML Authority will have the right to recover the liquidity damages @ 10% of the Contract Value.

(e) The payment will be made after completion of calendar month by calculating the actual number of man days deployed multiplied by the daily rate figure applicable.

(f) Applicable Taxes will to be deducted at source from the bill from time to time as per applicable legislations in force.

(g) Security Deposit @ 1% of the bill will be deducted from monthly bills and this deposit will carry no interest and shall be refunded after satisfactory completion of the contract period after making deductions, if any against damages.

(h) The final settlement of the bills and refund/adjustment/appropriation of any amount retained from the bills of the Contractor shall be made fully after the Competent BGML Authority is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Contractor on any account. Unless there are specific reasons, all accounts are expected to be settled within a period of six months from the date of completion of the work in all respects.

9. SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE:

9.1 Bid Security (also known as Earnest Money Deposit) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or is registered with the Central Purchase Organization or the concerned Ministry or Department.

9.2 The EMD of Rs 5 lakh paid with the offer will be returned and it will carry no interest. In addition to above, a Security Deposit @ 1% of the monthly bills will be deducted and retained by BGML till the completion of the tenure of the contract and this security deposit will not carry any interest.

9.3 The successful tenderer will have to deposit a Performance Bank guarantee of Rs.35,00,000/- (Rupees Thirty five Lakhs Only) at the time of signing of agreement within 15 working days of
the issue of the letter of intent. The Performance Bank Guarantee can be furnished in the form of the Account Payee Demand Draft or UNCONDITIONAL Bank Guarantee drawn in favour of BGML, KGF, from a Nationalized Bank for the entire contract period. Performance guarantee formalities will be furnished within 14 (fourteen) days after notification of the award and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations as per Rule 171 of GFR 2017.

9.4 PBG will be returned after completion of contract and submission of no due certificate submitted by the firm. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the Security Deposit/PBG or from any sum which may be due or may become due to the contractor by the BGML on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, they said balance in full shall be collected from the bills of the contractor.

10. DISPUTES AND ARBITRATION:

10.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which in specifically provided under this agreement) the same shall be referred to arbitration appointed by the MD/ Officer in Charge, BGML / Ministry of Mines or in case his designation is changed or its office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the BGML or by whatever designation such officers may be called (thereinafter referred to as the said officer) and if the BGML or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the BGML or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

10.2 The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such BGML or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act 1996 and the Rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the office of BGML at KGF or such other places as the arbitrator may decide.
JOB SPECIFICATIONS & JOB DESCRIPTION

JOB SPECIFICATION:

Engaging Security Services of 157 Security guards without arms and 10 security supervisors to safeguard Bharat Gold Mines property spread over 12108 Acres of land at KGF, Karnataka and BGML establishments in parts of Andhara Pradesh from illegal encroachments, un-authorized constructions and theft and for office security etc.

The manpower should be able to read & write English and also be able to read addresses & names in English. The qualification of the manpower should be minimum 10th Pass.

JOB DESCRIPTION:

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Type</th>
<th>Work</th>
</tr>
</thead>
</table>
| 1    | Security Supervisor      | a. The Supervisors shall be ex-serviceman preferably, to supervise the security guards with patrolling for securing the property of BGML.  
     |                           | b. He will be responsible for overall supervision of the BGML property and curb encroachment on BGML Land/property.  
     |                           | c. Liaison with other Government official as per directions by CSO & EO, BGML  
     |                           | d. Ensure Daily Report Submission to the CSO Office.  
     |                           | e. Any other duties assigned by CSO/OSD BGML from time to time.  
     |                           | f. The age of the Supervisors engaged should be between 18- 55 yrs and sound in health. |
| 2    | Security guards without arms | a. Safeguard Bharat Gold Mines property from theft, un-authorized occupation, un-authorized construction etc.  
     |                           | b. Opening and the closing of office and prevention of un-authorized entry.  
     |                           | c. Maintenance of gate passes (s) system in respect of incoming and out-going visitors, goods, office property etc. ensuring to stop un-authorized entry of any parsions and creating nuisance or disturbance  
     |                           | d. Regular watch and ward function, patrolling premises, BGML land and colony, wherever posted.  
     |                           | e. Any other duties assigned by CSO/BGML office from time to time.  
     |                           | f. The age of the Security guards without arms engaged should be between 18-50 yrs and sound in health. |

OFFICER IN CHARGE:

The Chief Security Officer (CSO) will be the officer in charge for certifying the attendance and performance of the contract. HRO / Personnel Manager/ Officer authorized for the purpose will be the officer in charge for certifying the statutory compliance and labour related issues.
SCHEDULE OF REQUIREMENTS
JOB SPECIFICATIONS, SCOPE OF WORK AND OTHER TERMS & CONDITIONS

AREA COVERAGE FOR SECURITY SERVICES TO BE DEPLOYED:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Locations</th>
<th>Security Guard</th>
<th>Security Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>At Kolar Gold Fields, Karnataka State (About 90 K.M. from Bangalore)</td>
<td>145</td>
<td>7</td>
</tr>
<tr>
<td>2</td>
<td>At Chigargunta Mine, Chittoor Dist., A.P. (About 30 KM from KGF)</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>At Old Bisanatham Mine, Chittoor Dist., A.P. (About 10 KM from KGF)</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>At Yeppamana Mine, Ramagiri, Anantapur Dist., A.P. (About 220 KM from Bangalore)</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>157</strong></td>
<td><strong>10</strong></td>
</tr>
</tbody>
</table>

BROAD DETAILS OF SCOPE OF WORK:

1. Securing company’s property and assets (movable and immovable) round the clock.

2. Daily submission of every day events/observations and instances to the CSO.

3. Maintenance of gate(s) passes system in respect of incoming and out-going visitors, goods, office property etc. Preventing un-authorised visitors and ensuring the visitors obtained prior approval/appointment of the authorized officer.

4. Screening of all incoming and outgoing goods and keeping their proper record.

5. Ensuring un-authorised entry into the office premises, preventing nuisance or disturbance.

6. To keep vigilance inside the office premises and providing assistance to office works.

7. To introduce and implement anti-theft measures and to check pilferage.

8. To establish cordial relations with local police authorities and register untoward occurrence, if any, in the premises with them and follow up the same.

9. To guard against mortgage and other disruptive activities against the Company.

10. To carry out any other task allotted by the Company in the interest of Security of the premises of the office if need be.

11. Security guards without arms in addition to Security duty, shall also be responsible for physical checking of all the staff visitors during entry and exit of office premises.

12. The Guard shall be able to use fire extinguishers etc., in case of fire.
13. The supervisor shall be preferably ex-serviceman with 3 years security experience.

14. The list of security personnel deployed shift-wise at various locations shall be submitted before start of the work to CSO and change if any in the deployment of Security Guard on any day should also be communicated immediately.

15. The Payment to the Security Personnel shall be made in accordance with the prevailing applicable laws, any failure the contractor is solely responsible.

16. The NEFT payment list duly certified by the Bank Manager should accompany the bill.

17. For Statutory Compliance all formalities should be done by the Contractor and the certified copy shall be submitted to BGML.

18. The agency should provide 02 vehicles Pick-up Camper round the clock for patrolling duty. The daily running minimum mileage will be 25 kms each vehicle. The detailed report of the patrolling should be submitted to CSO office on daily basis.

19. If any security guard/supervisor performs in-disciplinary activity BGML reserves the right to ask for immediate replacement without prior notice.

20. The contractor shall maintain at his own cost the Biometric Machines at 3-4 convenient sites for generation of monthly attendance of the security guards without arms /supervisor.

21. The manpower deployed shall be required to report for work at BGML in defined 8 hours per shifts and 3 shifts per day as per the labour law(including Sunday and holidays).

**CHECK LIST FOR BIDDERS**

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Documents</th>
<th>Enclosure status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Whether Bidder’s Profile is filled up?</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Self attested copy of firm/company registration certificate and associated documents. PSARA Regn Certificate</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Self Attested copy of latest Income Tax return.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Self Attested copy of PAN card.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Self Attested copy of GST certificate.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Self Attested copy of EPF certificate.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Self Attested copy of ESIC certificate.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Self Attested copy of Experience certificate (Minimum Three year of similar nature of work carried out during the last Five years).</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Declaration regarding no near relative working in BGML</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Declaration regarding Blacklisting/Debarring from taking part in Govt. tender</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Digitally signed tender document in cover one</td>
<td></td>
</tr>
</tbody>
</table>
LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE

To,
The Officer on Special Duty
Bharat Gold Mines Limited,
Suvarna Bhavan,
P.O.Oorgaum,
Kolar Gold Fields – 563 120.

Sub: Authorization for attending the office on behalf of the Bidder – reg.

Sir,

I hereby authorize the following person to attend the office to participate work related to the tender notified vide letter No. _____________________ dated ___________on behalf of _________________(Bidder).

Name of the Representative Specimen Signature

1.

Signature of the Bidder with Seal

(Maximum one representative will be permitted to attend the office. Permission for entry to the office may be refused in case authorization as prescribed above is not produced.)
ANNEXURE - 2

DECLARATION REGARDING BLACKLISTING/ DEBARRING FROM TAKING PART IN GOVT. TENDER BY BGML/GOVT. DEPT

1. I / We Proprietor/ Partner(s)/ Director(s) of M/S.-----------------------------------------------
hereby declare that the firm/company namely M/S.-----------------------------------------------has not been blacklisted or debarred in the past by BGML or any other Government organization from taking part in Government tenders.
Or

2. I / We Proprietor/ Partner(s)/ Director(s) of M/S.-----------------------------------------------
hereby declare that the firm/company namely M/S.-----------------------------------------------was blacklisted or debarred by BGML, or any other Government Department from taking part in Government tenders for a period of ---------years w.e.f.--------- --------- The period is over on -------
--------and now the firm/company is entitled to take part in Government tenders.

(Fill only one of the above points whichever is applicable) In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o Officer on Special Duty, BGML, Suvarna Bhavan, P.O.Oorgaum, KGF – 563120 and EMD/SD shall be forfeited.

Signature -------------------------------- Name --------------------------------

Capacity in which as signed: --------------------------- Name & address of the firm: ------------------

Date:                                               Signature of Bidder with seal
# TECHNICAL BID

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Tendering Company/ Firm / Agency (Attach certificate of registration)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Type of Firm i.e. Proprietorship /Partnership or company registered under company Act 1956 (Attach Self Attested copy)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Name of proprietor / Director of Company/Firm/agency</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Full Address of Reg. Office with Telephone No., &amp; E-Mail</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Full address of Operating/Branch office with Telephone No., &amp; E-Mail</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Details of PSARA Registration details. (Attach Self Attested copy)</td>
<td></td>
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<tr>
<td>7.</td>
<td>PAN / GIR/TAN No (Attach Self Attested copy)</td>
<td></td>
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<tr>
<td>8.</td>
<td>GST No. (Attach Self Attested copy)</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>E.P.F. Registration No. (The successful bidder should obtain a separate EPF Reg. No. for BGML within a period of 90 days)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>The annual turnover of the Bidder for the previous three years should be at least Rs.10.00 Crores, and copies of audited accounts or by a certificate from the Chartered Accountant, for the previous Price years 2017-18, 2018-19 and 2019-20 shall be submitted</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>The agency should have experience of providing security services in and around Karnataka/Andhra Pradesh or anywhere in India for at least three years. The average total number of security personnel deployed in all the Units by the Bidder during previous three years should not be less than 450 on regular basis. Self-Attested copy of experience certificates issued by the competent authority for the satisfactory work carried out in providing Services of similar nature during the last three years. The summary of the same can be tabulated in the given format in chronological order</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Details of client along with address, telephone numbers</th>
<th>Amount of Contract in Rs.</th>
<th>Period of Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

12. Additional information, if any (Attach Self Attested soft copy)

Date: 

Signature of authorized person
**PRICE BID (SECURITY SERVICES)**

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Element wise Break up of rates <strong>per month</strong> as per Karnataka Minimum wages applicable for Zone-II</th>
<th>Per Supervisor per month</th>
<th>Per Guard per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Basic Wages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>VDA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Sub Total (1 &amp; 2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>EPF @ 12% on (3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>EPF Admin charges @ 1.11% on (3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>EDLI @ 0.50% on (3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>ESIC @ 4.75% on (3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Sub Total (3 to 7)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Reliever charges ( 1/6th on Sl. No.(8)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Sub Total (8 &amp; 9)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td><strong>Service Charges @___%</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Grand Total (10 &amp; 11)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*(This is only format, No bidder will fill up in tender documents. Price bid to be filled up as per attached format separately.)*

**Signature and Seal of the Bidder**

**Note:**
1. The Payment to security guard and supervisors shall be made as per Karnataka Minimum wages applicable to Zone –II and all other statutory payments as per Contract Labour (Regulation & Abolition) Act, 1970 and the Rules, 1971 And CL(R&A) and (Karnataka) Rules, 1974.
2. Filling service charge as percentage is mandatory.
3. The Service Charges quoted by the tendering agency should be inclusive of all the expenses, statutory and taxation liabilities in force at the time of entering into the contract.
4. If any firm quotes “Nil” charges / consideration, the bid shall be treated as unresponsive and will not be considered.
5. Conditional bid shall not be considered and will be rejected outright.
6. Percentage service charges quoted in the bid will remain applicable for complete contract period and the extension there of if any irrespective of revision of Minimum Wages by Government.
7. As & when Minimum wages is enhanced by the Government, the enhanced revised wages is to be paid by the Contractor to the Manpower as per Minimum Wages Act of Labour Department.
8. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each manpower during the month.
ANNEXURE - 5

AGREEMENT

The agreement made on this…………………. day of (month) ………………… (year)………………… between M/S ……………… …………………………… …………………… …………. herein after called “The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & Officer on Special Duty, Bharat Gold Mines Ltd., KGF, herein after referred to as the BGML, of other part.

Whereas the contractor has offered to enter into contract with the said BGML for providing of Security Personal to BGML, KGF on the terms and conditions herein contained and the rates approved by the BGML (At the rate of ___% of service charge as per Bid Document) and whereas the necessary security deposit have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

It is hereby agreed and declared by and between the parties to these presents as follows:

1. The contractor shall, during the period of this contact that is to say from (Date) ………………. To (Date)………. or during the extended period if any or until the contract end date determined by such notice, safely carryout, by means of manpower employed at his own expenses, all other associated works as described in Bid documents, when the BGML or any other person authorized by the BGML in that behalf require. It is understood by the contractor that the number of security personnel and period is likely to change as per actual requirements as demanded by exigencies of service.

2. The NIT (notice inviting tender), Bid documents (Qualifying and Price), letter of intent, approved rates and such other additional particulars, instructions, work orders as may be found requisite to be given during execution of the work shall be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.

3. The contractor hereby declares that nobody connected with or in the employment of the O/o BGML, KGF is not/shall not ever be admitted as partner in the contract.

4. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and the BGML having bearing on execution of work and payments of work to be done under the contract.
In witness whereof the parties present have here into set their respective hands and seals the day, year in……………….

Above written:

Signature on behalf of BGML
Name:
Designation:
Seal:

Signature on behalf of Contractor
Name:
Designation:
Seal:

Agreement signed in the presence of

Witness 1:
Signature:
Name:

Witness 1:
Signature:
Name:

Witness 2:
Signature: Name:

Witness 2: Signature:
Name:
FORMAT OF PERFORMANCE BANK GUARANTEE

PERFORMANCE BANK GUARANTEE

To

Dear Sirs,

1.0 In consideration of the BHARAT GOLD MINES LIMITED, SWARNA BHAWAN, KGF, KARNATAKA (hereinafter referred to as BGML), which expression shall unless repugnant to the context or meaning thereof be deemed to include their successor interest and assigns on the one part having awarded the deployment works in favour of ---------- having registered office at --------- -------(hereinafter referred to as the CONTRACTOR), which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assigns, on the other part, by signing an agreement no. ..................on ..................hereinafter referred as the AGREEMENT for the execution of the works on terms and conditions set out interalia in the AGREEMENT mentioned above as “CONTRACT” documents, valued at Rs. (Rupees --------------------------) the same having been unequivocally accepted by the CONTRACTOR and the CONTRACTOR having agreed to provide a performance bank guarantee for the obligations/liabilities under the contract equivalent to 5% of the said value of the Contract to the BGML amounting to Rs…………..…………..(Rupees ) as Contract security in the form of a Bank Guarantee.

2.0. We hereinafter referred to as ‘The Bank’ which expression, shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees do hereby irrevocable guarantee and undertake to pay the Bharat Gold Mines Ltd., MERELY ON DEMAND WITHOUT any previous notice and without any demur and without referring to any other source, any and all monies payable by the CONTRACTOR by reason of any breach by the said CONTRACTOR of any of the terms and conditions of the said CONTRACTOR including non-execution of the “CONTRACT AGREEMENT” to the extent of 5% of the Contract price upto ………………… Any such demand made by the BGML on the Bank shall be conclusive and binding absolute and unequivocal not withstanding any difference between the BGML and the CONTRACTOR or any dispute or disputes raised/pending before any court, tribunal, Arbitrator or any other authority. The Bank agrees that the guarantee herein contained shall continue to be enforceable till this sum due to the BGML is fully paid and claims satisfied or till the BGML discharges this guarantee.

3.0 The Bank further irrevocably guarantees and undertakes to pay any and all monies due and payable by the CONTRACTOR by reasons of non-fulfillment of any of the following obligations.

3.1. In the event of failure by the CONTRACTOR to satisfactory execute the works meeting the schedule and in complying with the provisions of the agreement.

4.0. The BGML shall have the fullest liberty without affecting in any way the liability of the Bond under this guarantee, from time to time, to extend the time of performance by the CONTRACTOR.
The bank shall not be released from its liabilities under these presents by any exercise of NIOT of the liberty with reference to the matter aforesaid.

5.0. The BGML 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 CONTRACTOR and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants contained or implied in the agreement between BGML and the CONTRACTOR or any other course of remedy or security available the BGML and the bank shall not be released of its obligations / liabilities under these presents by any exercise by BGML of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act of forbearance or other acts of omission or commission on the part of BGML or any other indulgence shown by BGML or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of BGML.

6.0 The Bank further agrees that the decision of BGML as to the failure on the art of the CONTRACTOR to fulfill their obligations as aforesaid and/or as to the amount payable by the Bank to BGML hereunder shall be final, conclusive and binding on the Bank.

7.0. The Bank also agrees that BGML shall be entitled at his opinion to enforce this guarantee against the Bank as a principal debtor, in the first instance not withstanding any other security or guarantee that it may have relations to the CONTRACTOR’S liabilities.

8.0. This guarantee will not be discharged due to the change in the constitution of the Bank or the CONTRACTOR.

9.0. Notwithstanding anything contained hereinabove, our liability under this bank guarantee shall not exceed Rs. ( ).

This bank guarantee shall be valid upto  with the claim period upto  

It is a condition to our liability for payment of the guarantee amount or any part thereof arising under this bank guarantee that we receive a valid return claim or demand for payment under this bank guarantee on or before  , failing which our liability under this bank guarantee will automatically cease.

We are liable to pay the guaranteed amount under this bank guarantee if and only if you serve upon us a written claim or demand before

WITNESS:-

1………………………………………… SIGNATURE………………………… (Signature with name in block letters and (Printed Name) with designation)

2………………………………………… Bank’s Common Seal:- (Signature with name in block letters and with designation)
ADDITIONAL INSTRUCTIONS FOR VENDORS

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (https://mines.euniwizarde.com/)

1. REGISTRATION PROCESS ON ONLINE PORTAL
   a) Bidders to enroll on the e-Procurement module of the portal https://mines.euniwizarde.com/ by clicking on the link “Bidder Enrolment”.
   b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
   c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
   d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
   e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

2. TENDER DOCUMENTS SEARCH
   a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
   b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘Interested tenders’ folder.
c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

   a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

   b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

   c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.

   d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

4. BID SUBMISSION

   a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

   b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.

   c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.

   d) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.

   e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.

   f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

b) Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is Gagan (8448288987, eprochelpdesk.01@gmail.com), Vijay (8448288989, ewizardvijay@gmail.com), Ambika (8448288989/94/eprochelpdesk.02@gmail.com), Retnajith (9355030607), Sanjeet (8882495599), Rahul Singh (8448288982), Amit (9355030624), Abhishek Kumar (9355030617), Tariq (9355030608)

7. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

8. The bid should be submitted through e-Wizard portal (https://mines.euniwizarde.com/) only.

9. E-wizard fees: E-wizard fees (non-refundable) is calculated by e-tender platform. It is based on percentage of the tender value. Same will be calculated by the system while uploading the tender.