



Barmer Lignite Mining Company Limited

(A Govt. of Rajasthan Enterprise)

**BARMER LIGNITE MINING COMPANY
LIMITED**

(NIT No-BLMCL/MD/JPR/14-15/020 Dated 02-Sep-2014)

**Tender for
Excavation of Solar Ponds,
Associated Roads &
Salt Stock Yard
at
Kapurdi Lignite Mine, Barmer,
Rajasthan.**

**Office of the Associate Vice President,
Barmer Lignite Mining Company Limited,
B-13, 14, RIICO Industrial Area
Opposite Rajasthan State ware House
Barmer - 344001**

Cost of Tender Document: Rs. 2000/-

Contact Person at Barmer:

**Mr. Amrendra Kumar
AVP (Operations)
Mobile: +91 80940 05350
Phone: +91 2982 221049
Fax: +91 2982 223659
E-mail: blmcl@blmcl.in**

Contact Person at Jaipur:

**Mr. Nitesh Gangwal
Company Secretary
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Phone : +91 141 2369772
Fax : +91 141 2369774
E-mail: company.secretary@blmcl.in**

Ref: **BLMCL/MD/JPR/14-15/020**Dated: **02-Sep-2014****Tender Notice**

Sealed tender is invited from the reputed and experienced Civil Contractors having experience of Soil Excavation & Making Roads for taking up the following jobs at Kapurdi Lignite Mine.

S. No.	Name of work	EMD (Rs)	Completion time
1.	Excavation of Solar Ponds, Associated Roads & Salt Stock Yard as per drawing (Annexure – A) and specifications & Balance of Quantity (BOQ) mentioned in Annexure – B.	5,40,000/-	90 days

Tender document can be collected from the office of undersigned on payment of Rs. 2,000/- only (Non-refundable) through Demand Draft in favour of Barmer Lignite Mining Company Limited payable at Jaipur, on any working day from **02-Sep-2014 to 11-Sep-2014** during office hrs. from 9.00AM to 6.00 PM. Bid documents is also available to prospective bidders on portal <http://blmcl.in/tenders.shtml> for viewing and downloading. The bidders, in their own interest are requested to read very carefully the bid document before submitting the bid up to the time & date as specified above. The bidders downloading the bid from the portal will be required to deposit a bank draft of **Rs. 2000.00 drawn in favour of “Barmer Lignite Mining Company Limited” payable at Jaipur**. Such bank draft will be enclosed with documents in envelop-I. **The tender will be received at our Jaipur Office, 2 & 3, 7th Floor, Man Upasana Plaza, C-44, Sardar Patel Marg, C-Scheme, Jaipur-302001 up to 3.30 PM of 12-Sep-2014 and opened on the same day at 4.30 PM in Jaipur office.**

The EMD should be deposited in the shape of Bank draft drawn in favour of **“Barmer Lignite Mining Company Limited”** payable at Jaipur or in the form of Bank Guarantee. EMD if deposited in the form of Bank Guarantee will be in the format attached as Annexure–D and from any Nationalized Bank or a National Level Private Bank but not a Co-operative Bank. **Such Bank Guarantee should remain valid for a period of 180 days from last date of submission of bid.** Tenders without EMD will be summarily rejected. EMD will not carry any interest.

Tender should be submitted in two parts i.e. Envelop-I & Envelop-II duly subscribed on envelopes with NIT Nos., name and address of tenderer. Envelop -1 will contain the technical offer and EMD Bank Draft while envelop-II will contain the commercial offer (Price Bid). Both envelopes will further be enclosed in a single Envelop which will be superscripted with name and address of tenderer, tender number along with date of opening.

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Terms and Conditions of EMD:

The Earnest Money to be deposited will not carry any interest. BLMCL will retain EMD of successful bidder towards security amount for the entire period of contract and the same will be released after successful completion and commissioning of the project. In case of submission of Bank Guarantee for EMD, the same would require to be extended till completion of the project, if so needed as per the instructions of BLMCL. However, EMD shall be returned / refunded to unsuccessful tenderers in 30 days after completion of bidding process.

Terms and conditions of NIT:

Envelop No. 1 should contain following:

1. EMD
2. A certificate to the effect that price bid is unconditional.
3. Attested copy of the articles of association/proprietary Certificate/partnership deed as applicable
4. Photo copy of power of Attorney/Board Resolution authorizing the person to represent the contractor.
5. Copy of registration certificate with State/Central Govt.
6. Sales Tax Registration Certificate/TIN No.
7. Service Tax Registration certificate
8. Copy of PAN and latest income tax return
9. In case of downloading of tender from BLMCL portal, a bank draft of Rs. 2000.00 drawn in favour of Barmer Lignite Mining Company Limited payable at Jaipur.
10. Proof of Experience as per the Bidder's Qualification Criteria mentioned below. The bidder shall enclose the copies of earlier Work Orders, Completion Certificates and Bill Copies etc.

Bidder's Qualification Criteria:

- i. The bidder must have in his own name successfully completed similar earth excavation and road making jobs during last 3 years with the engagement of minimum
 - a. 5 Nos. of Excavator of not less than 3.00 cubic meter capacity
 - b. 20 Nos. of Dumpers of not less than 34 Ton (Short Ton US) capacity
 - c. 3 Nos. of Dozers not less than 120 HP Capacity

- ii. The minimum following criteria should be complied:
 - a. Three similar earth excavation and road making jobs each valuing not less than Rs. 100.00 Lacs.

OR
 - b. Two similar earth excavation and road making jobs each valuing not less than Rs. 150.00 Lacs.

OR
 - c. Single similar earth excavation and road making jobs each valuing not less than Rs. 300.00 Lacs.

Other Instructions to the Bidders:

1. All document enclosed in Part-I must be legible, duly stamped with their company / firm seal and signed properly by the person authorized by the contractor for submission of the tender.
2. Drawing of the proposed work is given in Annexure–A and Specification & BOQ is given in Annexure–B.
3. Part-II should contain price bid only, duly printed or typed. Hand written bids will not be accepted. Price bid should be submitted strictly in the proforma enclosed as Annexure–C. Bids not submitted in prescribed format will be summarily rejected.
4. All the communication/ correspondence including the tender document {Part–I (Technical Bid) & Part–II (Financial Bid)} must be signed and stamped on each page by the designated authorized representative of the bidder failing which the bid will be summarily rejected.
5. BLMCL reserves the complete right to accept or reject all the offers without assigning any reasons whatsoever. BLMCL reserves the rights to divide the work between two or more contractors at negotiated rates with L1 bidder. No

- further discussion/ interaction will be held with the tenderers whose tenders have been disqualified/ rejected by BLMCL.
6. In case, any dispute arises with regard to interpretation/ omission/ error in this document, tender submitted, other documents; the decision of the Managing Director, BLMCL will be final and binding upon the tenderers.
 7. Interested tenderer may obtain further information from the office of the Associate Vice President, BLMCL, Barmer or from Jaipur Office of BLMCL, **on any working day from 02-Sep-2014 to 11-Sep-2014 between 9:30 AM to 6:00 PM.**
 8. Tender shall be kept valid for 120 days from the last date of submission of the tender. Tender with validity for shorter period shall be liable for rejection. The Tender shall be a non-conditional tender and a certificate to the effect shall be signed and included in the tender documents.
 9. Part-II of the tender will be opened only of such tenderers who qualify after opening of Part-I. Part-II of such tenderers, who do not qualify after opening of Part-I, shall not be opened under any circumstances and will not be returned to the bidder.
 10. The successful bidder will have to make arrangement for his own camp outside of Kapurdi lignite mine leasehold. All residential accommodation and other amenities required for his staff as per statute as well as to perform entire scope of work will have to be provided by successful bidder. The successful bidder absolves BLMCL from any liability on this account.

Effective Date of Contract:

The effective date of contract shall be date of signing of Contract/work order.

Terms of Payment:

1. No advance will be paid.
2. 'Monthly Running Bills' (after deduction of income tax and other taxes and duties if applicable) will be paid to contractor on the basis of bills duly certified by authorized representative of BLMCL within 30 days after the submission and certification of bills.

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3. The contractor may at the option of BLMCL partly handover the work in progress every month before submission of 'Monthly Running Bills'. However, handover certificate will be issued only after total completion of the contract.
4. Final Bill will be raised by the contractor on the basis of final measurement duly certified by authorized representative of BLMCL. Final bill will be paid (after deduction of income tax and other taxes and duties if applicable & recovery of any amount as penalty or any other recovery arising out of non-compliance of the contract in scheduled time and/or non-completion of work as per drawings and specification mentioned in Annexure A and Annexure B) to the contractor within 30 days after certification of bill by authorized representative of BLMCL, after getting deducted the running bills of the corresponding months already paid for which the final bill is raised.

Defect Liability

- i) Period of Defect Liability:

The period of Defect Liability shall be 1 year from the date of completion of the Works, certified by BLMCL.

- ii) Remedying Defects & Execution of Repair work:

The Contractor shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, or other faults may be required during the Period of Defect Liability.

- iii) Cost of Execution of Repair works:

All repair works shall be carried out by the Contractor at his own expense for rectification of defects if such defects have occurred due to the use of materials or workmanship not in accordance with the Contract, or due to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

In case the Contractor fails to attend rectification works as required, BLMCL shall have the right to deduct such amount by invoking the PBG.

Retention Money / Performance Bank Guarantee:

10% of the contract price shall be kept as retention money against warranty for construction defects and the same will be released after one year of successful commissioning of the complete project. The retention money @ 10% of the Running Bills and final bills paid will be deducted from such running bills and final bill and will be released after 1 year of successful completion of project.

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Alternatively, the contractor may submit a PBG of 10% of the contract price for a period of 1 year towards Performance Guarantee on completion of the contract. After furnishing of PBG, the retention amount will be released by BLMCL. If PBG is submitted, it shall be in the proforma attached as Annexure–E. Such PBG should be valid 60 days beyond 1 year of successful completion of the project.

Retention money will not earn any interest.

Duties and Taxes

Bidder should quote the price inclusive of taxes and duties.

All custom duties, excise duties, Central Sales Taxes / VAT/ Royalty, if any, and other levies payable by the tenderers in respect of the transaction between the tenderers and their vendors while procuring raw materials and equipment shall be treated as included in the bid price and no claim on this behalf will be entertained separately by the owner.

Any increase in HSD and lubricants price will be borne by contractor and no separate compensation will be paid for it.

The work contract tax on the entire value of material supplied and erected, Central Sales Tax / VAT, excise duty, local taxes, Rajasthan entry tax as applicable / leviable on the goods procured from outside Rajasthan, levies, and other liabilities of Govt., if leviable in respect of the transaction between the owner and the contractor under the contract on the date of opening of tenders (techno-commercial) shall be treated as included in the bid price and no additional payment on this account shall be paid by the BLMCL.

Liquidated Damages:

Towards Late Completion:

Time is essence of the contract. If the contractor fails to complete the work to the entire satisfaction of BLMCL within the Time of Completion or any extension thereof due to reasons attributable to the Contractor, the Liquidated Damages shall be levied, not by way of penalty, but by making deduction from the Contractor's account or by encashment of contractors Bank Guarantees. The rate of liquidated damages shall be 0.25% of the contract price per complete week of delay or part thereof, but limited to maximum 10% of contract value.

Towards quality parameter:

Quality is main concern for the entire work of the contract. It is the sole responsibility of the contractor to maintain all parameters of quality strictly during completion of the project to the satisfaction of BLMCL. In case any lapse on quality ground is observed by BLMCL in any phase of the work under contract including during defect liability

period, the Liquidated Quality Damages shall be levied, not by way of penalty, but by making deduction from the Contractor's account or by encashment of Bank Guarantees. The rate of Liquidated Quality damages shall be 0.25% of the contract price per non-compliance of quality conformance or part thereof, but limited to maximum 10% of contract value.

In any case total Liquidated Damages towards late completion and quality non-conformance shall not exceed over 15% of contract price.

Performance at the Risk and cost of Contractor:

If at any stage BLMCL is of the opinion that delay is taking place or likely to take place in the execution of the contract, BLMCL will be at liberty to assign the work to some other agency entirely at the risk of the contractor, cost and expenses including incidental expenses at a negotiated rate and any extra expenditure incurred on this account will be liability of the contractor and will be recovered from the EMD/PBG/Retention money/ Pending bills to ensure timely completion of the contract.

Indemnity Bond:

The contractor shall indemnify and hold harmless the BLMCL and its employees and officers from and against any and all suits, actions and administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, which the client may suffer as a result of any obligations/actions of the contractor.

Limit of Liability:

Maximum 100% of contract price.

Safety Measures:

It shall be responsibility of the contractor to ensure that all safety precautions are taken during execution of contract as per Mines Act, 1952, Mines Rules, 1955, Coal Mines Regulations, 1957 amended to date along with safety circulars issued by DGMS in this regard. Further, responsibility and liability for any accident/ incident will be solely that of the contractor.

Insurance:

Insurance of material during transit from manufacturer/supplier to site and during period of execution of contract shall be borne by contractor. Any liability/loss of material due to theft etc. during the period of contract till handover of the project shall be the contractor's responsibility.

Any loss and damages if occurred to third party i.e. public properties, people, animals and to any other by negligence and failure of the contractor during the contract

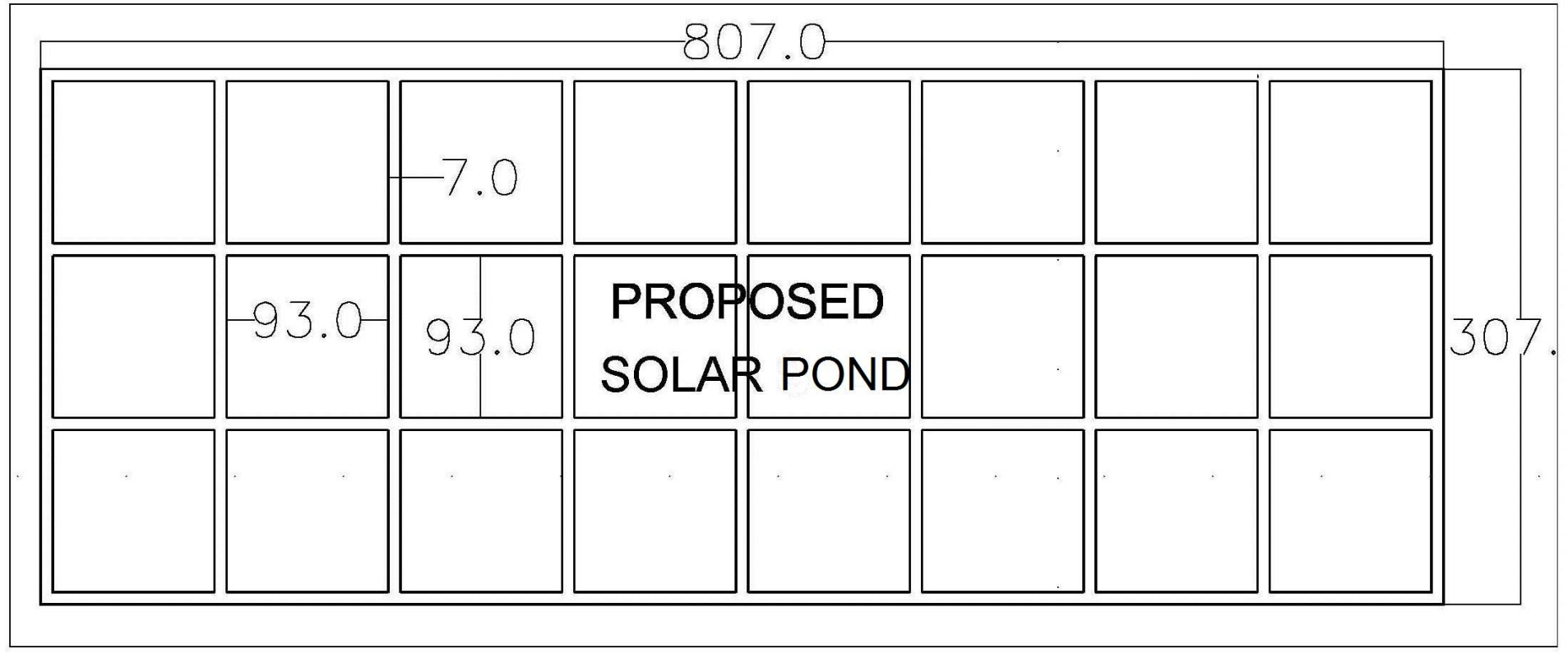
period, the contractor shall be responsible for meeting the expenses arose from such damages on his own account. BLMCL shall not bear any financial implication on this account.

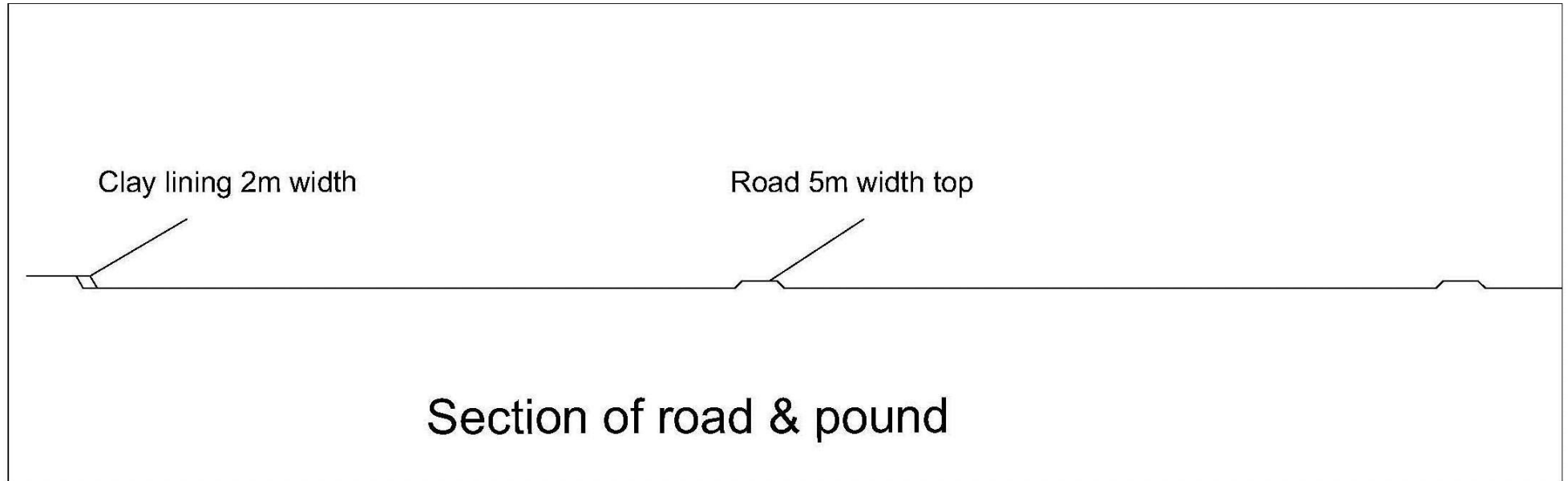
The contractor shall comply with all conditions of Minimum Wages Act, Workmen Compensation Act and any other statutory provision applicable at the time of execution of contract.

In case of dispute matter would be referred to MD, BLMCL whose decision would be final and binding on both the parties.

(Amrendra Kumar)
AVP (Operations)
Barmer Lignite Mining Company Limited
B-13,14, RIICO Industrial Area,
Opposite Rajasthan State Ware House
Barmer – 344 001 Rajasthan

Design & Drawing





Specification**Part - 'I' BOQ of Solar Pond, its associated roads and Salt stocking yard**

Sl. No	Description	Qty.
1.	Total length at base	800m
2.	Total width at base	300m
3.	Total depth required as per contractor's layout	1 m
4.	No. of compartments	24
5.	Size of dividers	
	Width at base	7m
	Width at top	5m
	Slope	45°
6. A	Total Murom Road length for solar pond	6 Kms.
B	Road length to be diverted & laid a fresh on different alignment	1.2 Kms
C	Total length of road	7.2 Kms
7.	Murom Road width	4.5m
8.	Material for road topping	Murom from excavation of solar pond
9.	Clay lining at base of the compartments (will be provided by BLMCL at one place near solar pond) only spreading to be done.	10cms.
10.	Lining of HDP sheets, 2.5 wide at side slopes (will be provided by BLMCL at one place near solar pond) only laying to be done.	
	Total length	2216m
	Width of filling after laying of HDP sheets	2 m
11.	Salt Stock Yard (50mX100m)	
	Removal of top-soil	2500m ³
	Spreading of Murom	3000m ³
	Stone boundary wall cement mortar 1:6 ratio	
	Length (10m for entry gate)	190m
	Width	40cms.
	Height (0.5m below GL & 2m above GL with curvature of the top)	2.5m

Note: The actual volumes may vary depending upon site conditions. The decision of A.V.P. (Ops) in this matter will be final.

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Part – 'II' Tentative estimate for BOQ of Solar Pond, its associated roads and Salt stocking yard

Note: Topography of location of solar pond is such that minimum depth of 1.0 meter on southern side, the average depth will be 1.75 meters. The site contains 0.5 meter to 2.0 meters of topsoil which has to be stacked separately for future use.

Sl. No.	Description	Qty.
1.	Excavation of Solar Ponds, Associated Roads & Salt Stock Yard	
	a. Excavation & transportation of topsoil to a lead of 3 to 4 kms. (per M ₃) (804x304x1.25= 305520m ₃) +2500m ₃ from salt stock yard =308020m ₃ , say 308000m ₃	308000 M ³
	b. Excavation & transportation of OB within a lead of 0-1 kms. (per M ₃) for road making over dividers & periphery of the pond & diverted road	40000 M ³
	c. Excavation & transportation of OB within a lead of 2-3 kms. (per M ₃) to OB dump. (804x304x1.75 = 427728)+9450 for diverted road = 437178 437178 – 308000 – 40000 = 89178M ₃ say 90000M ₃	90000 M ³
	d. Road making (per M ²)	30000 M ²
	e. HDP Sheet (804+804+304+304) x2.5	5,540 M ²
	f. Spreading of Bentonite clay at base (per M ²)	220000 M ²
	g. Laying of HDP sheets at slopping sides (per M ²)	5,540 M ²
	h. Spreading of Murom at Salt Stock Yard (per M ³)	5000 M ³
	i. Boundary wall of Stock yard (per M ³)	190 M ³

Applicable taxes to be mentioned separately

Price – Bid

(On the letterhead of the Bidder)

The price bid will be quoted as below and will be enclosed in Envelop – II:

Tender No: BLMCL/MD/JPR/14-15/020 Dated 02-Sep-2014

Name of Contractor/Bidder: _____

Address of Contractor/Bidder: _____

Contact No. of Contractor/Bidder: _____

Email Id of Contractor/Bidder: _____

Sl. No.	Description	Quoted price (Rs.)
1	Excavation of Solar Ponds, Associated Roads & Salt Stock Yard as per drawing (Annexure–A) and specifications & BOQ mentioned in Annexure – B.	
	a) Excavation & transportation of Top soil to a lead of 3 to 4 Kms. (Rs/ Cu. mtr.)	
	b) Excavation & transportation of OB up to a lead of 0 to 1 Kms. (Rs/ Cu. mtr.)	
	c) Excavation & transportation of OB up to a lead of 2 to 3Kms. (Rs/ Cu. mtr.)	
	d) Road making (Rs./Sq. mtr)	
	e) Spreading of Bentonite clay at base (Rs/Sq. mtr.)	
	f) Supplying & laying of HDPE sheets, 2.5 mtr. wide at side slopes at periphery (Rs/running mtr.)	
	g) Spreading of Murom at Salt Stock Yard (Rs/Cu. mtr.)	
	h) Boundary wall of Stock yard (Rs/Cu. mtr.)	

Note: Quoted price includes all duties & taxes and all consumables like diesel & lubricants.

Signature of Bidder / Authorized Representative with Seal.

Annexure–D

PROFORMA FOR BANK GUARANTEE FOR BID SECURITY

REF. NO. _____ BANK GUARANTEE NO. _____ DATED _____

To,
Barmer Lignite Mining Company Limited,
Office No. 2 & 3, 7th Floor
Man Upasana Plaza
C-44, Sardar Patel Marg,
C-Scheme, Jaipur – 302001 (INDIA)

Dear Sirs,

1. Whereas Barmer Lignite Mining Company Limited, incorporated under the Companies Act 1956 having its registered office at **Khanij Bhawan, Udyog Bhawan Campus, C–Scheme, Jaipur–302 005** (hereinafter called "BLMCL" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and permitted assigns) has floated a Tender No ____ and M/s ____ having Head/Registered Office at _____(hereinafter called the "Bidder" which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators and executors and permitted assigns) have submitted a Tender reference No. _____ and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rs. _____ (in figures) (Indian Rupees _____(in words) ("Bank Guarantee Amount") for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding Documents supplied by BLMCL.
2. We _____ (Name of the Bank) registered under the laws of India having head/registered office at _____ (hereinafter referred to as "The Bank" which expression shall, unless repugnant to the context meaning thereof, include all its successors, administrators, executors and permitted assigns) guarantee and undertake to pay immediately on receipt of first demand by BLMCL, up to the maximum aggregate amount of Indian Rs. _____(in figures) (Indian Rupees _____) (in words) at any time without any demur, reservation, contest, and recourse or protest, and without BLMCL having to substantiate the demand, pay BLMCL forthwith and in full without any deductions or set-offs or counterclaim whatsoever the sum as claimed by BLMCL in such Demand, or such lesser sum which in aggregate with all sums previously paid hereunder shall not exceed an amount equivalent to the Bank Guarantee Amount. Any such demand made by BLMCL shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.
3. BLMCL may make an unlimited number of Demands under this Bank Guarantee provided that the aggregate of all sums paid under paragraph 1 shall not exceed the Bank Guarantee Amount.

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Bank shall not be in any way be released or discharged from any liability hereunder by the insolvency winding up, reorganisation, amalgamation or liquidation of the Bidder (including any appointment of a receiver, administrator, administrative receiver or supervisor of the Bidder or any of its assets) nor any dispute or disagreement whatsoever between BLMCL and the Bidder or any other person, or any liquidator or any other person and the obligations of Bank hereunder shall be continuing and shall remain in full force and effect. Bank shall indemnify BLMCL immediately on demand against any cost, loss or liability suffered by BLMCL as a result of the obligation to pay in accordance with Bank Guarantee being or becoming unenforceable, invalid or contrary to the laws of India (except in the case of a fraudulent demand).

Any demand, notice or other communication given in connection with or required by this Bank Guarantee shall be made in writing (entirely in the English language) and subject to paragraph _____ shall be delivered by hand to, or sent by pre-paid registered post, or facsimile transmission to:

BLMCL at:

[Bank] at:

[address and fax no.] marked for the attention of the [];

or such other address as may be notified in writing from time to time.

Any such demand, notice or communication shall be deemed to have been duly served:

(a) if delivered by hand, when left at the property address for service after affixation of acknowledgement receipt,

(b) if given or made by pre-paid registered post or facsimile transmission, when received,

provided in each case that if the time of such deemed service is either after 5.00 p.m. on a business day (being a day other than a Sunday or a public holiday on which banks are open for domestic business in the city of Jaipur) or other than on a business day service shall be deemed to occur instead at 9.00 a.m. on the next following business day.

The Bank confirms that this Guarantee has been issued with observance of appropriate laws of the country of issue.

4. The Bank Guarantee shall be unconditional and irrevocable and governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction Courts in Jaipur, Rajasthan for deciding any dispute/Arbitration.
5. This Guarantee shall be unconditional and irrevocable and shall remain in force up to _____ which includes three months after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.
6. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. ----- in figures) (Indian Rupees -----) (in words) and our

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guarantee shall remain in force until ----- (indicate the date of expiry of bank guarantee) (“**Expiry Date**”).

Any claim under this Guarantee must be received by us before the Expiry Date of this Bank Guarantee. If no such claim has been received by us by the Expiry Date, the rights of SWML under this Guarantee will cease. However, if such a claim has been received by Bank by the Expiry Date, all the rights of BLMCL under this Guarantee shall be valid and shall not cease until we have satisfied such claim.

In witness whereon, the Bank through its authorized officer has set its hand and stamp on this..... day of at

(SIGNATURE)

Full name, designation and official address
(in legible letters) with Bank Stamp
Attorney as per power of Attorney No Date

WITNESS NO.1

(SIGNATURE)

Full name and official address (in legible letters)

WITNESS NO.2

(SIGNATURE)

Full name and official address (in legible letters)

Annexure–E

PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE

REF NO. _____ BANK GUARANTEE NO. _____ DATED _____

To,
Barmer Lignite Mining BLMCL Limited,
Office No. 2 & 3, 7th Floor
Man Upasana Plaza
C-44, Sardar Patel Marg,
C-Scheme, Jaipur – 302001 (INDIA)

Dear Sirs,

1. In consideration of Barmer Lignite Mining BLMCL Limited incorporated under the Companies Act 1956 having its registered office at **Khanij Bhawan, Udyog Bhawan Campus, C–Scheme, Jaipur, Rajasthan** (hereinafter referred to as BLMCL" which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and assigns) having entered into a Contract No..... dated.... (hereinafter called "The Contract" which expression shall include all the amendments thereto) with M/s ---having its registered/head office at ----(hereinafter referred to as "Successful Bidder") which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) Pursuant to the Contract Successful Bidder is required to procure Performance Bank Guarantee in favour of BLMCL guaranteeing due performance of the obligations of the Successful Bidder under the Contract.

The value of the Performance Bank Guarantee shall be from the date hereof an amount equivalent to Rs..... only ("**Performance Guarantee Amount**") from the date hereof until the expiry date.

2. We -----(name of the Bank) registered under the laws of ----- (name of the country) having head/registered office at ----- (hereinafter referred to as "The Bank") which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and permitted assigns) do hereby guarantee and undertake to pay immediately on first demand in writing and any/all moneys to the extent of Indian Rs.10.00 Million (Rupees Ten Million) only (Contract Performance Guarantee Amount) without any demur, reservation, contest or protest and/or without any reference to the Successful Bidder. Any such demand made by BLMCL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or things whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or

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insolvency of the Successful Bidder and shall remain valid, binding and operative against the Bank.

Any demand, notice or other communication given in connection with or required by this Bank Guarantee shall be made in writing (entirely in the English language) and subject to paragraph ___ shall be delivered by hand to, or sent by pre-paid registered post, or facsimile transmission to:

BLMCL at:

[Bank] at:

[address and fax no.] marked for the attention of the [];

or such other address as may be notified in writing from time to time.

Any such demand, notice or communication shall be deemed to have been duly served:

- (a) if delivered by hand, when left at the property address for service after affixation of acknowledgement receipt,
- (b) if given or made by pre-paid registered post or facsimile transmission, when received, provided in each case that if the time of such deemed service is either after 5.00 p.m. on a business day (being a day other than a Sunday or a public holiday on which banks are open for domestic business in the city of Jaipur) or other than on a business day service shall be deemed to occur instead at 9.00 a.m. on the next following business day.

BLMCL shall have the unqualified option to operate this Contract Performance Bank Guarantee to recover Liquidated Damages as leviable under the Contract. In such case the Bank Guarantee amount shall be increased to the original amount by Successful Bidder or Successful Bidder may alternatively submit fresh Bank Guarantee for an amount equivalent amount of Liquidated Damages recovered by BLMCL, with in one month of recovery of such Liquidated damages.

3. The Bank also agrees that BLMCL at its option shall be entitled to enforce this Performance Bank Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Successful Bidder and notwithstanding any security or other guarantee that BLMCL may have in relation to the Successful Bidder's liabilities.

Bank shall not be in any way be released or discharged from any liability hereunder by the insolvency winding up, reorganisation, amalgamation or liquidation of the Successful Bidder (including any appointment of a receiver, administrator, administrative receiver or supervisor of the Successful Bidder or any of its assets) nor any dispute or disagreement whatsoever between BLMCL and the Successful Bidder or any other person, or any liquidator or any other person and the obligations of Bank hereunder shall be continuing and shall remain in full force and effect. Bank shall indemnify BLMCL immediately on demand

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against any cost, loss or liability suffered by BLMCL as a result of the obligation to pay in accordance with Performance Bank Guarantee being or becoming unenforceable, invalid or contrary to the laws of India (except in the case of a fraudulent demand).

4. The Bank further agrees that BLMCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Successful Bidder(s) from time to time or to postpone for any time or from time to time exercise of any of the rights vested in BLMCL against the said Successful Bidder(s) and to forebear or enforce any of the terms and conditions relating to the Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Successful Bidder(s) or for any forbearance, act or omission on the part of BLMCL or any indulgence by BLMCL to the said Successful Bidder(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Contract Performance Bank Guarantee herein contained shall remain in full force during the period that is taken for the performance of the Contract and all dues of BLMCL under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till BLMCL discharges this guarantee in writing, whichever is earlier or until the date of expiry of the claim period specified in para 9 of this Contract Performance Bank Guarantee, whichever shall first occur.
6. This Contract Performance bank Guarantee shall not be discharged by any change in our constitution, in the constitution of BLMCL or that of the Successful Bidder.
7. The Bank confirms that this Contract Performance Bank Guarantee has been issued with observance of appropriate laws of the Indian Territory.
8. The Contract Performance bank Guarantee shall be unconditional and irrevocable and governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction Courts in Jaipur, Rajasthan for the purposes of settling any disputes or differences which may arise out of or in connection with this Performance Bank Guarantee, and for the purposes of enforcement under this Bank Guarantee.
9. Notwithstanding anything contained herein above, our liability under this Contract Performance bank Guarantee is limited to Contract Performance Guarantee Amount and Contract the Performance Bank Guarantee shall remain in force until (indicate the date of expiry of bank guarantee).

Any claim under this Contract Performance bank Guarantee must be received by the Bank before the expiry of this Contract Performance Bank Guarantee. If no such claim has been received by us by the said date, the rights of BLMCL under this Contract Performance Bank Guarantee will cease. However, if such a claim has been received by

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us within the said date, all the rights of BLMCL under this Contract Performance Bank Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereon, the Bank through its authorized officer has set its hand and stamp on this----- day of ----- at-----

(SIGNATURE)

Full name, designation and official address (in legible letters)
with Bank Stamp.

Attorney as per power of Attorney No..... Date.....

WITNESS NO.1

(SIGNATURE)

Full name and official address (in legible letters)

WITNESS NO.2

(SIGNATURE)

Full name and official address (in legible letters)