



NMDC/FIN/TAX/GST/2016-17 DATE: 22.03.2017.

TENDER DOCUMENT

FOR

**Appointment of Consultant for Study and Implementation of
Goods and Services Tax across NMDC**

NMDC LIMITED.

(A Govt. of India Enterprise)

Khanij Bhavan, 10-3-311/A, Castle Hills , Masab Tank , Hyderabad-500 028.

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NMDC LIMITED
(A Govt. of India Enterprise)
Khanij Bhavan, 10-3-311/A, Castle Hills, Masab Tank , Hyderabad-500 028.

NIT No. NMDC/FIN/TAX/GST/2016-17 DATE: 22/03/2017

NOTICE INVITING TENDER

**Sub:- Appointment of Consultant for Study and
Implementation of Goods and Services Tax across NMDC**

NMDC Ltd invites tender from reputed, professional, experienced and competent consultancy firms, with proven track record for providing consultancy services in the field of Indirect Taxation and for Study and Implementation of Goods and Services Tax in NMDC Plants/Units.

The details of works are available in the tender document which can be downloaded from NMDC website <https://www.nmdc.co.in/nmdctender/>.

1. The brief details of the tender are as under:

(i)	Type of Enquiry	Domestic Competitive Bidding through open tender
(ii)	Tender No.	NMDC/FIN/TAX/GST/2016-17
(iii)	Tender Fee (Non-refundable)	Not applicable
(iv)	Earnest Money Deposit / Bid Security	Rs 60,000/- (Rupees Sixty Thousand only) in the form of Banker's cheque / Demand Draft / Bank Guarantee (as per Annexure 7) valid for a period of 9 months from date of tender opening.
(v)	Performance Guarantee	10% of Contract Price (Ref clause 17 of tender document & Annexure 6)
(vi)	Integrity Pact	Not Applicable
(vii)	Pre Qualification Criteria	As per clause 12 of Part I of Tender Document
(viii)	Due date & Time for Bid submission	19 th April, 2017 2.00 PM.

2. SUBMISSION OF BIDS:

Complete Bid (i.e. Techno-Commercial & Price Bid) must be submitted in the ED(Fin.) Secretariat, 2nd Floor, NMDC Corporate Office at Khanij Bhavan, 10-3-311/A, Castle Hills , Masab Tank, Hyderabad on or before due date. In case tender is sent by the post, it shall be the responsibility of the tenderer to ensure that bids are received well before the end of scheduled date. The Bids submitted in any other form, such as by email / fax / telegram / telex etc. shall not be accepted against this Tender.

The "Techno-Commercial Bid" and "Price Bid" shall contain the documents in the manner specified below:

PART-I: TECHNO-COMMERCIAL BID

The "Techno-Commercial Bid" must be complete with the following:

- (A) Earnest Money Deposit.
- (B) All technical and commercial details other than prices.
- (C) Documentary proof in support of meeting "Pre Qualification Criteria [PQC]" and other documents sought under this Tender document.

PART-II: PRICE BID

It should contain only the Schedule of Rates (SOR) strictly as per format, complete with rates duly filled in and no terms and conditions should be entered in the "Price Bid". "Price Bid" containing any new / fresh condition [not mentioned in the "Techno-Commercial Bid"] shall be liable for rejection.

GENERAL:

3.1 NMDC will not be responsible for cost incurred on preparation and submission of bids.

3.2 This is a ZERO Deviation Tender document. Bidder is to ensure compliance of all provisions of the Tender document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection.

3.3 NMDC reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

3.4 This NIT is an integral and inseparable part of the enclosed Tender document.

3.5 Any further clarification may be sought from Sri P K Mahapatra, AGM(Fin.) having mail pkmahapatra@nmdc.co.in with telephone no. 040 - 2353 8713 – 21 with exte. 374.

This is not an Order.

For NMDC Ltd,

Sd/-

**(M Shiva Shunmuganathan)
Executive Director (Finance)
Telephone no 040- 23530373,
Email - edfin@nmdc.co.in**

PART - 1

**NOTICE INVITING TENDER
DOCUMENT FOR**

**Appointment of Consultant for Study and
Implementation of Goods and Services Tax across NMDC**



**NMDC LIMITED
Khanij Bhavan, 10-3-311/A,
Castle Hills , Masab Tank ,
Hyderabad-500 028.
INDIA**

NMDC LIMITED
(A Govt. of India Enterprise)
Khanij Bhavan, 10-3-311/A, Castle Hills ,
Masab Tank , Hyderabad-500 028.
Phone no.+91-40-23538723,23538767 Fax no.+91-40-23538711.

Notice inviting Tender Document for appointment of Consultant for study and implementation of Goods and Services Tax across NMDC.

NIT No. : NMDC/FIN/TAX/GST/2016-17

Dated 22/03/2017

Last date for Submission of offer : 19th April, 2017

1. INTRODUCTION

NMDC Ltd. ('NMDC') is a Government. of India Enterprise, incorporated in 1958. It is under the administrative control of the Ministry of Steel, Government of India. It is involved in the exploration of wide range of minerals including iron ore, copper, rock phosphate, lime stone, dolomite, gypsum, bentonite, magnesite, diamond, tin, tungsten, graphite, beach sands etc.

Its Corporate Office is in Hyderabad, Telangana and it has its presence in the states of Chhattisgarh, Karnataka & Madhya Pradesh where it has its Iron ore & Diamond Mines. Apart from these states, it has Regional Offices in Chennai, Mumbai, Bhubaneswar, Kolkata, New Delhi, Bangalore & Vizag etc.

NMDC is India's single largest iron ore producer, producing about 30 million tonnes of iron ore from 3 fully mechanized mines viz., Bailadila Deposit-14/11C, Bailadila Deposit-5, 10/11A (Chhattisgarh State) and Donimalai Iron Ore Mines (Karnataka State). NMDC has also commenced production from its two new mines Bailadila Deposit – 11/B and Kumaraswamy Iron ore Project

Also, to augment the production capacity of Kirandul Complex, the construction of 12.0 MTPA screening plant with loading facilities is envisaged. This plant caters to both Deposit 11-B & Deposit 14 of Kirandul Complex. The estimated capital expenditure is Rs.951 crores.

NMDC is also investing in development of renewable energy resources as an environment friendly investment. A Wind mill project (10.5MW capacity) has been completed & commissioned at Karnataka.

NMDC has set up a pellet plant at Donimalai (1.2 MTPA) and the plant is under trial production. For ore evacuation in Bailadila sector, NMDC is also setting up an Ore Beneficiation and Slurry Pipeline Transportation system from Bailadila to Vizag. The Project envisages 2 MTPA Ore Processing Plant at Bacheli, 15 MTPA Slurry Pipeline systems from Bacheli to Nagarnar and 2 MTPA Pellet Plant at Nagarnar under Phase I.

NMDC is setting up a 3 MTPA Steel Plant at Nagarnar in Chhattisgarh at a capital cost of INR 15,525 crores as approved by the board. The Company is in possession of about 2120 acres of land for the steel plant, township etc. It is expected to commence the trial runs in December, 2017.

Till 31st December 2016, NMDC has invested around Rs. 10,688 crores in the Steel Plant.

2.0 PRESENT INDIRECT TAX SYSTEM, ACCOUNTING AND REPORTING SYSTEMS

In most of the cases, Plant/Unit/RO of NMDC has independent Central Excise, Service Tax and VAT Registration. Accordingly, entire payment, return and assessment are independently dealt by them.

Further, for accounting purpose, each of the Plants/Units and the Corporate Office is treated as a separate accounting unit.

The quarterly and annual financial statements are prepared for each accounting unit and are consolidated at the Corporate Office for compilation of the Stand alone Financial Statements of the Company.

3.0. SCOPE OF WORK:

SL NO.	SCOPE OF WORK	TIMELINES & DELIVERABLES	PAYMENT TERMS
1	<p>Implementation:- Implementation of GST and to prepare NMDC's Plants/ Units/ Mines and other Offices for facing the challenges under the GST regime:-</p> <p>i. To study the existing functions & map the outputs attracting GST and inputs of goods and services to be taken for Input tax credit.(unit wise).</p> <p>ii. Suggestions on necessary modification on any accounting software at present and ERP software if put in place for Processes/ reporting requirements needed to compile the information/ data, for implementation of GST in association with IT Consultants/Implementation Partner.</p> <p>iii. Recommendations on product pricing and sales forecast consequent to change in pricing.</p> <p>iv. Suggest changes required in the existing input system so as to comply with GST Law. Further, verify the output reports generated thereafter</p>	<p>a) A report (separately for each Plant/unit) on the action points,(to be delivered within 30 days of appointment).</p> <ul style="list-style-type: none"> • tax position, • applicable tax rates, • Input Change required for change in software to ensure implementation of GST in all NMDC's Plants/Units/ and other Offices, • Available credits including credits for duty paid on stock lying in Plants/Units/ Mines/Port, • Credit of Excise Duty/VAT on Opening stock of materials, (for which no credit is available under existing laws) but credit available under GST regime • Changes required to be made in Contracts/ Purchase orders so as to avail all input tax credit available on all Inputs/Capital Goods/ Services/Stocks, existing or otherwise under GST Regime. • Advice for availing Input 	<p>40% of the total final quote[as per Clause 14.1 of Sl. No. 1]</p> <p>a) 50% payment will be released within 30 days of submission of report and submission of all deliverables required to be submitted up to the date of implementation subject to the satisfaction of NMDC in this regard.</p> <p>b) Balance 50% will be paid in equally monthly payments of 12.50% each will be made after implementation of GST and support extended to NMDC Plants/Units/other offices and submission of all deliverables required under the scope of work subject to satisfaction of NMDC in this regard.</p>

	<p>through the system, to be in compliance with GST Law. Ensure, full utilization of input tax credit to NMDC Plant, Units, Mines.</p> <p>v. For statutory compliance of all relevant IGST, CGST and SGST Laws, Rules, Notifications, Circulars etc.</p> <p>vi. For statutory compliance of all relevant existing tax laws applicable to NMDC's business and suggesting tax propositions to be taken to maximize the business and profit potential.</p> <p>vii. For smooth transition of Construction Contracts, Sale and Purchase contracts from pre-GST regime to Post GST regime with minimum adverse financial implication to the company.</p> <p>viii. Guidance to all NMDC Plants/Units/Mines/ Research and Development Centre/ other Offices on GST related issues including registration (ISD wherever required for availing all input tax credit), amendment in registration, availment of credit (under ISD), distribution of credit (under ISD), payment, filing of Return (including annual return), procedure to be adopted for getting input tax credit for by-products generated from Sponge Iron plant etc., and other documentation required to ensure compliance of GST as well as other applicable existing indirect tax laws.</p> <p>ix. Advising NMDC's Plants/Units/ other offices on any of the matter in relation to above including preparation and submission of returns under pre GST regime & post GST regime.</p> <p>x. Assist and guide in conversion of GST compliant financial statements for the year ending on March 31, 2018.</p> <p>a) One Team leader plus three qualified professionals shall be deployed for the overall work at Corporate Office</p>	<p>Tax Credit on services (for which no credit is available under existing laws) but credit available under GST regime.</p> <ul style="list-style-type: none"> • Advice regarding action to be taken in respect of issues under litigation so as to avail the credit under GST regime. This will be in addition to the regular advice/support to be given by the consultant during implementation phase. <p>b) The above report will be updated depending upon subsequent changes till completion of the assigned work.</p> <p>c) Report on modification in input, required for change on any accounting software at present and ERP software if put in place for each Plant/ Unit and participate in Joint Meetings with ERP consultant of the Plant/Unit for implementation of change suggested for the concerned Plant/Unit. In addition, after the modification, validate the output report generated for each Plant/Unit.</p>	
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	<p>and units viz Bacheli, Kirandul, NISP, Donimalai, Panna & Paloncha & other units/offices.</p> <p>b) Further one member (i.e. experienced in Indirect Tax issues) shall be posted for each project as per following :-</p> <ol style="list-style-type: none"> 1) BIOM Bacheli complex, Bacheli, Chattisgarh-50 Mandays 2) BIOM Kirandul Complex, Kirandul, Chattisgarh-50 Mandays 3) NMDC Iron & Steel Plant, Nagarnar, Chattisgarh-50 Mandays 4) Donimali Iron ore Mines Complex, donimalai, Karnataka-50 mandays. 5) Diamond Mining Project, Panna, Madhya Pradesh-25 Mandays 6) Sponge Iron unit, Paloncha, Telangana -25 Mandays 7) Head office & other units [except (a) to (f)]-50 Mandays <p>Surplus mandays in one may be utilized in other units based on the requirement within overall limit.</p> <p>Note:- Implementation period is deemed as the date of issue of Work Order to 01.07.2017 extendable up to Sep. 2017.</p>		
2	<p>Post Implementation, Monitoring & Handhold Support : -</p> <p>Ensuing comprehensive compliance of GST laws and existing indirect tax Laws and to suggest remedial action wherever found necessary post implementation till May 2018 and finalization of Annual Returns for F.Y. 2017-18.</p> <ol style="list-style-type: none"> i) Reply to the issues raised by the NMDC Plants/Units/ Other offices through Corporate Taxation Cell during above period and finalization of Annual Returns for F.Y. 2017-18. ii) Assist in drafting replies to the queries of Tax Departments on issues arising out of GST 	<ol style="list-style-type: none"> a) A comprehensive Compliance Manual (separately for each Plant/Unit) along with a FAQ based report in light of the queries/issues raised during the implementation period will be submitted by the consultant within 1 month of the GST implementation date. b) Finalization & filing of all returns including Annual Returns required to be submitted under GST Regime. c) An updated report on the above aspects will be given by the consultant before 1 month of the completion of the assigned work. 	<p>D) 40% of the total final quote [as per Clause 14.1 of Sl. No. 2]</p> <p>a) 30% payment will be released within 15 days of submission of Compliance Manual along with FAQ based report to the satisfaction of NMDC.</p> <p>b) Seven equal monthly payments of 10% each will be made during post implementation, monitoring & handhold support subject to the satisfaction of NMDC in this regard.</p>

	<p>implementation for a period of 11 months after the successful implementation.</p> <p>iii) Guidance to all NMDC's Plants/Units/Mines and other offices on GST and existing Indirect Tax Laws related issues, GST audit including documentation to ensure smooth compliance of GST and other Indirect Tax Law.</p> <p>iv) Advising NMDC on any of the matter in relation to above points.</p> <p>v) Preparation and submission of comprehensive compliance manual along with a FAQ based report in light of the queries or issues raised during implementation & post implementation stage.</p> <p>a) One Team leader plus three qualified professionals shall be deployed for the overall work at Corporate office and units viz Bachel, Kirandul, NISP, Donimalai, Panna, Paloncha & other units/offices.</p> <p>b) Further one member (i.e. experienced in Indirect Tax issues) shall be posted for each project as per following :-</p> <ol style="list-style-type: none"> 1) BIOM Bachel complex, Bachel, Chattisgarh-100 Mandays 2) BIOM Kirandul Complex, Kirandul, Chattisgarh-100 Mandays 3) NMDC Iron & Steel Plant, Nagarnar, Chattisgarh-100 Mandays 4) Donimali Iron ore Mines Complex, donimalai, Karnataka-100 mandays. 5) Diamond Mining Project, Panna, Madhya Pradesh-50 Mandays 6) Sponge Iron unit, Paloncha, Telangana -50 Mandays 7) Head office & other units [except (a) to (f)]-100 Mandays <p>Surplus mandays in one unit may be utilized in other unit based on the requirement within overall</p>	<p>d) Ensuring comprehensive compliance of GST, full utilisation of available credit as per the provisions of GST Acts /Rules, Tax Planning under GST era and providing guidance to NMDC Plants /Units/ Office for a period of one year after implementation of GST and finalisation of annual return required to be submitted under GST Regime.</p> <p>e) The Consultant will provide adequate handholding to the identified NMDC Plants/Units personnel during post implementation of GST on taxation/financial accounting/reporting process, Credit availment process, payment process, compilation of return, valuation and other related processes.</p>	<p>II) 20% of the total final quote [as per Clause 14.1 of Sl. No. 3]</p> <p>Balance 20% of the total fee will be paid within 30 days after the filing of Annual Return for F.Y. 2017-18 subject to the satisfaction of NMDC in this regard.</p>
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limit. The service of the consultant will be delivered up to 31st May 2018 for smooth filing of Monthly/Quarterly returns without denial of any Input Tax Credit and filing of Annual Returns for F.Y. 2017-18. Additional mandays if required for completion of work shall be provided.		
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All jobs/work and any other items specifically not mentioned but which are usual and functional requirement shall be deemed to be included in the tender, and for such work no extra claim shall be entertained.

4.0 MODE OF SUBMISSION OF TENDER

The consultant is advised to submit their tender following the procedure as mentioned below:

a) **Techno-Commercial Bid (Part-1)** consisting of following :

- (i) Bid forwarding Letter as per Annexure 1.
- (ii) EMD of Rs 60,000/- (Rupees Sixty Thousand only) in the form of DD/Banker's Cheque / Bank Guarantee(as per Annexure 7.
- (iii) Relevant Work Experience of the bidder along with supporting document as per clause 12 and Annexure 2.
- (iv) No. of Qualified Professionals on the rolls of the bidder/Partner as per clause 12 - Annexure 3.
- (v) Detail of Team leader & Qualified Professionals to be deployed for NMDC as per clause 12 – Annexure 4.
- (vi) Copy of Audited Accounts for the past 3 year period ending 31st March 2016 as per clause 12.
- (vii) Acceptance of commercial terms & conditions, scope and other provisions of the tender as per Annexure 5.
- (viii) Authorisation in support of signatory of the tender.
- (ix) NIT document of which each page should be duly signed & stamped by the authorised signatory of the bidder.
- (x) A presentation on brief approach for completion of job.
- (xi) PAN No. and Bank Account details for e-payment of consultancy fee.
- (xii) Performance Guarantee - Annexure 6, valid for 24 months from the date of award.

The above may be kept in an envelope duly sealed and clearly super scribed as Techno-Commercial Bid (Part-1) on top of the envelope and Name of the Job, NIT number, Name & Complete address of the tenderer written on it.

- b) **Price Bid (Part-2):** Duly filled up composite lump-sum Consultancy Fee excluding taxes both in figures and in words in the enclosed format marked as Part-2, Signed & Stamped by the Authorised Signatory to be kept in a separate envelope duly sealed and clearly super scribed as Price Bid (Part-2) on top of the envelope and Name of the Job, NIT number, Name & Complete address of the tenderer written on it. Lumpsum fee to be quoted separately for NMDC Plants & offices excluding NMDC Iron & Steel Plant(NISP) AND NMDC Iron & Steel Plant(NISP) as per format.

Both Techno-Commercial Bid (Part-1) & Price Bid (Part-2) as prepared above to be kept in a 3rd envelope along duly Sealed and super scribed as Main envelope and Name of the Job, NIT number and Name & Complete address of the Consultant with Phone Number, Fax number & e-mail ID written on it, to be submitted at the ED(Fin.) Secretariat at 2nd Floor, Finance Dept. at the address given below on or before (2:00 PM) on 19th April, 2017.

IMPORTANT:-PLEASE NOTE THAT THE PRICE SHOULD NOT BE INDICATED IN ANY OF THE DOCUMENTS ENCLOSED IN ENVELOPE NO. 1 BY

THE BIDDERS, OTHERWISE IT WILL BE TREATED AS DISQUALIFICATION OF THE BIDDER

Executive Director (Finance),
NMDC Corporate Office
Khanij Bhavan, 10-3-311/A,
Castle Hills , Masab Tank , Hyderabad-500028

- c) Submission of bid in deviation to above procedure will lead to the bid getting summarily rejected.
- d) NMDC shall not be responsible for non-receipt of tenders sent by post within the due date and time. Tender submitted by Facsimile, E-mail, Internet or courier shall not be considered.
- e) Tender must be accompanied by a Bank Draft/Banker's Cheque / Bank Guarantee for Rs. 60,000 (Rupees Sixty Thousand only) only drawn on / from any Nationalized/Scheduled Bank or foreign bank having branch in India, in favour of NMDC Ltd., payable at Hyderabad as Earnest Money Deposit (EMD). In case of Bank Guarantee the same shall be valid for a period of 9 months from date of opening of tender. Tenders not accompanied with the Earnest Money deposit will be summarily rejected. No interest shall be paid on the Earnest Money deposited.

For the successful tenderer, the Earnest Money will be refunded on receipt of Performance Guarantee. The Performance Guarantee will be returned after the successful completion of the contract, clearance of all dues and fulfillment of all statutory obligations by the firm.

The Earnest Money Deposit of the un-successful bidders will be returned to them within 30 days from the date of opening of the price bid/Placement of Work Order/signing of the job contract whichever is later, without any interest whatsoever.

f) Forfeiture of EMD:

The EMD will be forfeited if,

- i) The Tenderer modifies or withdraws his offer after due date and time of submission of the bids.
- ii) The tenderer resiles from his offer during the validity period.
- iii) The tender is revoked during its validity period by the tenderer.
- iv) The validity of the BG is not extended / not kept valid for a specified period of three (3) months beyond the extended validity of the offer.
- v) The tenderer increases the prices unilaterally after the opening of tender and during the validity period of the tender.
- vi) The successful tenderer fails to submit the Contract Performance Guarantee within the period specified as per stipulations of LOI/ Work order.
- vii) The bidder does not accept correction of the Bid Price, pursuant to the provisions of tender document on Discrepancies and Adjustment of Errors / Corrections of Errors.

5.0 TENDER OPENING

- a) Immediately after last date & time for submission of tender i.e., 19th April, 2017,

2:00 PM, main envelope and envelope containing Techno-Commercial Bid (Part-1) will be opened in the presence of tenderers who may wish to be present. Tenders received after the date and time of submission will not be considered.

b) Date for opening of Price Bid in the presence of tenderers who may wish to be present, will be intimated in writing / e-mail to all tenderers subsequently before opening of the Price Bid.

6.0 Ethical Standard

Bidders are expected to observe the highest standard of ethics during the execution of this Contract. In pursuit of this policy, NMDC will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

For the purposes of this provision, the terms set forth below are defined as follows:

a) "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action in the procurement process or in Contract execution;

b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive NMDC of the benefits of competition : and

c) Bidder shall declare the names of close relations, if any employed in NMDC, with particulars of Name, Relationship, Designation, Department where working.

7.0 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and NMDC will in no case be responsible or liable for those costs.

8.0 Language of Bids

The bid, all correspondence and documents related to the bid shall be in English

9.0 The Bidding Documents

a) Content of Bidding Documents

The Bid Documents shall consist of the tender document along with all annexures / schedules attached thereto.

Bidders are expected to examine all instructions, terms, specifications and other information in the bidding documents. Failure to furnish all information as required or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid.

b) Clarification on Bidding Documents

A prospective Bidder may also request for any clarification on the Bidding Documents by notifying NMDC in writing / e-mail within four (4) days of the issue of the bid document and not later than five (5) days prior to the deadline for submission of bids prescribed by NMDC. NMDC will respond to such request that it receives not later than five (5) days prior to the deadline for submission of bids prescribed by NMDC.

c) Amendment of Bidding Documents

NMDC may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the Bid submission date may be extended at the discretion of NMDC

d) Signing of Tender documents:

Tender by Limited Liability Partnership (LLP) or Partnership Firm may be signed in the LLP/Firm's name by one of the Partners authorized through a power of attorney/partnership deed or Manager, or any other authorized representative, as the case may be, followed by name and designation of the Persons so signing, through a power of attorney. Tenders by a Company shall be signed with the name of the Company by a person authorized in this behalf and a Power of attorney or other satisfactory proof showing the person signing the Tender documents on behalf of the Company is duly authorized to do so, shall accompany the Tender.

10.0 Bid Validity

Bid shall remain valid for a period of 180 days (one hundred and eighty days) from the last date of submission of Bid.

11.0 Other Instructions

- a) Bidders are required to quote rates both in figures as well as in words otherwise the tender is liable to be rejected. In case the rates quoted in words and figures are at variance, the amount in words shall be taken as final and binding on the bidders at discretion of NMDC.
- b) NMDC reserves the right to assess the bidder's capabilities and capacity and decision of NMDC towards accepting or rejecting any or every bid will be final.
- c) All the pages/documents of the tender should bear the dated signature and stamp of the bidder. All the entries by the bidder should be legibly written. All corrections and cuttings shall bear dated initials of the bidder. Corrections should be made by writing again instead of shaping or over-writing. Do not use white fluid / whitener for making corrections.
- d) The tender documents may be downloaded from the website <https://www.nmdc.co.in/nmdctender/>.
- e) Please keep a close watch on the NMDC website till prior to the tender opening for any corrigendum/amendment issued from time to time against the tender if any. The corrigendum/amendment shall not be advertised through newspapers. However, a notice period shall be given from the date of issue of the corrigendum/amendment to the date of opening of the tender.
- f) Bidders are advised to submit their offer/ revised offer considering the corrigendum/amendment.

12.1 Pre Qualification criteria: -

The bidder should satisfy following conditions for consideration of his bid for further evaluation.

- a. **The bidder shall be in the field of Indirect Taxation practice including presentation before Taxation Authorities/CESTAT/High Court and should have an office in either of the places viz. Hyderabad/Vizag/Raipur/Bengaluru with a qualified staff strength(CA/CMA/CS/Advocates) of minimum 10(ten) professionals in a single office[Details to be given in Annexure – 3].**
- b. **The average turnover for last 3 financial years ending on 31st March 2016 of the bidder shall be at least Rs 3 crores from the revenue generated from the indirect taxes services. The Bidder will provide the Audited Accounts for the last three financial years ending 31st March 2016/a certificate from a Chartered Accountant to this extent.**
- c. **Experience in a minimum of 10 relevant assignments from different clients with**

PSU's/ Listed Manufacturing Companies having a turnover of Rs. 500 crs. plus valuing Rs 3 Lakhs and above each during the previous five years ending 31st Dec 2016. Relevant assignments pertain to services rendered in the field of indirect taxes including presentation before Tax Authorities\CESTAT\High Court etc.(Details to be given at Annexure-2)

d. Number of qualified Professionals (CA/CMA/CS/Advocates) under the rolls of the bidder shall be a minimum of 15 professionals with minimum 5 years plus experience. (Details to be given at Annexure-3).

12.2 The price bids of parties qualifying the Techno-commercial evaluation will only be opened.

12.3 Evaluation of price bids will be done on the basis of the total consultancy fee indicated by the consultant for the entire scope of work. Selection of bidder shall be made on L1 basis.

12.4 NMDC is not bound to accept the lowest or any tender which may be received and bidder in turn shall have no right to raise any claim, whatsoever it may be, due to or arising out of rejection of tenders

12.5 Experienced and qualified professionals are to be deployed for the proposed job. Details of the personnel to be indicated at Annexure-4.

13.0 CONTRACT PERIOD

Period of contract shall be for 21 months from the date of award.

14.0 CONSULTANCY FEES AND TERMS & CONDITIONS FOR PAYMENT

14.1 The consultant is required to indicate Consultancy Fee in the Price Bid format forming Part-2 of this NIT. The fee will be inclusive of all expenses including travelling expenses but will exclude all taxes and duties. Boarding and lodging and local transportation at Plants only will be arranged by NMDC. Taxes as applicable at present be indicated. However tax as applicable at the time of billing shall be paid extra. On successful completion of each milestone and acceptance of reports by NMDC (wherever applicable), Consultant will submit duly signed Invoice and all other relevant supporting documents for payment against the respective milestone and also indicate various taxes applicable thereon. After deducting applicable Income Tax, NMDC will release stage-wise payment as per percentage mentioned below through E-payment system along with applicable taxes within 30 days from receipt of Invoice and all relevant documents:

For releasing payment as per milestones given in the Scope of Work, the quoted price for each item will be bifurcated /apportioned in the following manner:

S. No.	Scope of Work	Payment
1	Implementation of GST (S.No.1 of Scope of Work)	40%
2	Post implementation monitoring and handhold support (S.No.2 of Scope of Work) except Annual Return	40%
3	Post implementation monitoring and handhold support (S.No.2 of Scope of Work) for Annual Return	20%

15.0 FIRM PRICE

The prices quoted by the Consultant should be firm and not subject to any price escalation.

16.0 TAXES

The Consultant will indicate the applicable taxes in his invoice and NMDC will make payment of the same to the consultant. The Consultant will be responsible for remitting the taxes to various Govt Authorities.

TDS on the amount payable to the consultant will be deducted at source as per Income Tax Act.

17.0 PERFORMANCE GUARANTEE:

The successful tenderer whose tender has been accepted for award of work (herein after referred to as the contractor / consultant / expert agency or any other nomenclature as per contract), is required to deposit an amount equal to 10% of the value of the work as awarded as CPG / SD .

Within thirty (30) days of the date of Letter of Intent (LOI) / Letter of Award of Contract / the effective date of contract, as the case may be, the successful tenderer to whom the contract is awarded, shall furnish a contract Performance Guarantee (Security Deposit) from a Nationalized Indian Bank / Scheduled Commercial Bank including a Foreign Bank having a branch in India in favour of the Owner. The contract performance guarantee amount shall be equal to ten percent (10%) of the total contract price and it shall be for due and faithful performance of the contract in accordance with the terms and conditions specified in the tender documents. The guarantee shall be valid till the expiry of the contract plus three months. (Annexure 7).

18.0 LIQUIDATED DAMAGE FOR DELAY AND TERMINATION OF CONTRACT

Time is essence of the contract - In case the consultant fails to complete the scope of work as per the contract within the completion period, for reasons attributable to the consultant, NMDC shall be entitled at its option either,

a) To recover Liquidated Damages @ 0.5% of the consultancy fee of the related phase for each week of delay or part thereof. The maximum L.D. shall be limited to 10% of contract value.

AND

b) To cancel the contract or a portion thereof, and if so desired to place order on other party at the risk and cost of the consultant.

19.0 AVAILABILITY OF QUALIFIED PROFESSIONALS

The Consultant shall employ sufficient qualified professionals in the area of Indirect Taxation. The key personnel proposed for substitution shall have qualifications and experience equal to or better than the personnel initially proposed.

20.0 DISCLAIMER

NMDC reserves the right to accept/ cancel any offer in full or in part or to reject any or all offers without assigning any reasons whatsoever.

21.0 CONFIDENTIALITY

The exchange of information among parties in connection with execution of this contract

shall be kept confidential at all times and shall be governed by confidentiality and non-disclosure obligations cast on the Parties. The selected Party shall have to sign a formal Confidentiality Agreement for this purpose.

22.0 ARBITRATION

All disputes or differences arising out of or in connection with this Tender/Order shall be subject to the exclusive jurisdiction of Hyderabad, India only.

All disputes of an incidental nature and related to interpretation of any terms herein or any contractual terms of the same shall be referred to an arbitrator to be appointed by the Chairman of the Corporation. The provisions of Indian Arbitration and Conciliation Act 1996 and the amendments thereto as well as rules made hereunder for the time before enforce, shall apply to all such arbitration proceedings. The award of the Arbitrator shall be conclusive and binding on both the parties. Any question of dispute as to whether or not particular point or matter falls within the arbitration clause herein shall absolve liable to be adjusted upon herein provided. The venue of the arbitration proceedings shall be Hyderabad (Telangana, India) only.

23.0 GOVERNING LAW & JURISDICTION

This contract shall be subject to, governed by and construed in accordance with the laws of India under the exclusive jurisdiction of the Courts in Hyderabad.

24.0 FORCE MAJEURE

If at any time during the continuance of the Acceptance of Tender(AT), the performance in whole or in part by either party or any obligation under this AT is prevented or delayed by reason of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods explosions, epidemics, quarantine restrictions or other acts of God, provided notice of the occurrence of any such event is given by either party to the other within TWENTY ONE DAYS from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the AT, and neither party, shall have claim for damage against the performance and deliveries in such cases shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist.

25.0 TERMINATION & SUSPENSION

25.1 In the event of a breach or default of fundamental nature by either party of any of its obligations hereunder, the other party may terminate this agreement by giving the defaulting party at least thirty days prior written notice of its intention to terminate the agreement and telefax advice of the sending of said notice. The said notice shall specify the breach or default complained and if the defaulting party fails within the thirty days period to begin to remedy such breach or default or fails to justify the delay, then this agreement may be terminated at the end of such thirty days period.

25.2 NMDC reserves the right to terminate the agreement at any time by giving a notice of not less than one month without assigning any reason. Consultant shall stop the performance of the agreement from the effective date of termination and hand over all the documents/information etc. including all rights of work to NMDC. No consequential damages shall be payable by NMDC to consultant in the event of termination.

25.3 NMDC may suspend the work in whole or in part at any time by giving consultant notice in writing to such effect stating the nature, date and anticipated duration of such suspension.

25.4 On receiving the notice of suspension from NMDC, consultant shall stop all such work which NMDC has directed to be suspended with immediate effect. NMDC may at any time

cancel the suspension notice for all or any part of suspended work by giving written notice to consultant specifying the part of work to be resumed and the effective date of suspension withdrawal, consultant shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice. In the event of suspension of the work consultant shall not be liable for any damage or loss.

26.0 WAIVER

The failure of either party to enforce any right hereunder shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said party whether of a similar nature or otherwise.

27.0 NEGLIGENCE

27.1 If consultant shall neglect to execute the scope of work with due diligence or expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by NMDC in connection with the scope of work or shall contravene the provisions of agreement, NMDC may give notice in writing to the consultant calling upon him to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable and in default of the compliance with the said notice, NMDC may rescind or cancel the agreement.

27.2 Should the consultant fail to comply with such notice within a reasonable period from the date of serving thereof, in case of failure, neglect or contravention capable of being made good within that time or otherwise within such time as may be reasonable necessary for making good the same, then and in such case without prejudice to NMDC's right under Para above hereto, NMDC shall have the option and be at liberty to take the services wholly or in part out of the consultant's scope and may complete the services envisaged in the agreement either departmentally or may rework with any other party to execute the same or any part thereof for the purpose of completing the services or any part thereof at the risk and cost of the consultant

28.0 ADDITION/DELETION OF SCOPE OF WORK

NMDC reserves the right to add/delete of scope of work as per clause 5 of tender document.

**NOTICE INVITING TENDER
FOR**

**Appointment of Consultant for Study and
Implementation of Goods and Services Tax across NMDC**

NIT No. : NMDC/FIN/TAX/GST/2016-17 Dated 22/03/2017.

Last date for Submission of offer : 19th April, 2017.

FORMAT FOR QUOTING PRICE BID

[To be put in a separate envelope duly sealed, clearly marked as Price Bid (Part-2) and to be submitted along with Technical Bid (Part-1) both kept in a 3rd big envelope duly sealed]

Job : Appointment of Consultant for Study and Implementation of Goods and Services Tax across NMDC

(1)	(2)	(3)
S. No	Brief Description (for details please refer Scope of Work)	Total amount(in INR)
1	Consultancy charges for GST Implementation and Post Implementation, Monitoring & Handhold Support for NMDC covering all Plants/Units/Mines & Head Office excluding NMDC Iron & Steel Plant(NISP) [item 1 & 2 of the Scope of Work]	Lump sum
2	Consultancy charges for GST Implementation and Post Implementation, Monitoring & Handhold Support for NMDC Iron & Steel Plant(NISP) [item 1 & 2 of the Scope of Work]	Lump sum
	TOTAL	
3	<u>Adtl. Information.</u> Cost in Rs./manday for deployment in addition to mandays stipulated at 1(b) & 2(b) of scope of work as per clause 3 of Tender document(This shall not be considered for evaluation purpose).	Rs. /manday

NMDC reserves the right to add/delete of scope of work and payment will be regulated accordingly.

NOTE:

- For detailed description bidders may refer to the complete tender document including Scope of Work.
- Bidders will have to quote for all the line items. Further, bidders are required to submit prices strictly in the Price Bid format.

3. The Price shall be inclusive of all travel and other incidental charges. Boarding and lodging and local transport at NMDC Plants only will be provided by NMDC. Quoted prices shall be exclusive of all taxes & duties. Taxes applicable at present be indicated. However taxes as applicable at the time of billing as indicated in the invoice will be paid by NMDC along with the Consultancy fee. The bidder is responsible for making payment to the various tax authorities as per applicable law.

4. The meetings with authorities would be held as per the discretion of NMDC.

5. Bidders are advised NOT to mention Rebate/Discount separately, either in the Price Bid format or anywhere else in the offer. In case, it is observed that any of the Bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation and bid will be liable to be rejected.

6. The rates are to be quoted on Firm Price Basis without any escalation.

7. Conditional offer is liable for rejection. The quoted price should include Consultancy charges inclusive of all travelling charges, report making costs, etc. but excludes Boarding. Lodging and local transport expenses at Plants only which will be arranged by the Company.

8. In case of discrepancy in amount written in figure & words, amount written in words will be taken as final amount at the discretion of NMDC.

**(Signature of authorised signatory
with full name, designation & date)
Seal:**

Bid Forwarding Letter

FORM OF TENDER / COVERING LETTER

(To be submitted by Bidder in their letter head along with EMD bid in Envelope-1)

From :

NIT No. NMDC/FIN/TAX/GST/2016-17

DATE:

To,
The Executive Director(Finance)
NMDC Corporate Office
Khanij Bhavan, 10-3-311/A,
Castle Hills , Masab Tank ,
Hyderabad-500 028

Sub : Appointment of Consultant for Study and Implementation of Goods and Services Tax across NMDC

Dear Sir.

Having examined the entire Tender document (NIT) of the work mentioned above, I/we, the undersigned offer to carry out the job and maintain the whole of the said works in conformity with the said Tender documents for the sum as quoted separately.

I/we agree to keep this tender open for acceptance for 180 days from the date of opening thereof and also agree not to make any modification in its terms and conditions on our own accord.

Should this tender be accepted, I/we agree to abide by and fulfill all the terms and conditions and provisions of the tender.

I/we accept all the terms and conditions of the tender and submit my/our unconditional bid and have thus signed all the tender papers issued and enclose the same in envelope as specified in clause 4 in Part 1 of Notice Inviting the tender document.

Unless and until a formal agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

(Signature of witness with Date)
Date)
(NAME IN BLOCK LETTERS)
Address of witness:

(Signature of the Bidder with Date)
(NAME IN BLOCK LETTERS)

- (i) Envelope-1: Sealed cover containing Techno-commercial Bid including EMD.
- (ii) Envelope-2: Sealed cover containing Price Bid.

Annexure 3

- A. Total number of qualified professionals including Office Incharge (Advocates, CA, CMA, CS,) on the rolls of the bidder or as partners or equivalent having post-qualification experience of more than 5 years in the field of Indirect Taxation in India in one of the offices located at Hyderabad/Vizag/Raipur/Bengaluru[Clause 12.1(a)].

Name of the Bidder:

Place of the Office : Hyderabad/Vizag/Raipur/Bengaluru.

S.No	Name of the Professional along with Professional Institute/ Bar Council of India	Status (Partner or equivalent/ Employee)	Qualification of the Professional	Member ship No with date	Post- qualification Experience in the field of indirect taxation (No of years)
Sl. no. 1 to 10					

- B. Total number of qualified professionals including Office Incharge (Advocates, CA, CMA, CS,) on the rolls of the bidder or as partners or equivalent having post-qualification experience of more than 5 years in the field of Indirect Taxation in India[Clause 12.1(d)].

S.No	Name of the Professional along with Professional Institute/ Bar Council of India	Status (Partner or equivalent/ Employee)	Qualification of the Professional	Member ship No with date	Post- qualification Experience in the field of indirect taxation (No of years)
Sl. no. 1 to 15					

Sign & Stamp of Authorized Signatory of Bidder

Name:
Designation
Date:

Details of Team Leader and qualified professionals[as per 1(a) & 2(a) of scope of the work) to be deployed for the proposed work with NMDC.

Name of the Bidder:

Sl.No.	Team leader & Qualified Professionals	Status (Partner or equivalent/ Employee)	Qualification of the Professional	Member ship No with date	Post-qualification Experience in the field of indirect taxation (No of years)

Sign & Stamp of Authorized Signatory of Bidder

Name:
Designation
Date:

Annexure 5

**Declaration for Acceptance of Techno-Commercial
Terms & Conditions**

We M/s (Firm's
name)..... having registered
office at

.....
.....

..... agree to all the Techno-Commercial Terms &
Conditions of the NIT No. NMDC/FIN/TAX/GST/ dated, issued by NMDC for
Appointment of Consultant for Study and Implementation of Goods and
Services Tax across NMDC.

Our offer will remain valid for 180 days from the date of opening of the Tenders.

Date

Signature, Company Name & Seal of authorized person

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE
 (on non – judicial stamp paper of value not less than Rs 100/-)
 The non-judicial stamp paper should be in the name of issuing bank

Ref.	Bank Guarantee No.
	Date

NMDC Limited,
 Khanij Bhavan,
 10-3-311/A, Castle Hills,
 Masab Tank,
 Hyderabad - 500 173.

Dear Sirs,

In consideration of the NMDC Ltd, (herein after referred to as the `Employer' which expression shall unless repugnant to the Context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ with its Registered/Head office at _____ (hereinafter referred to as the `Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer's Letter of Award of Contract no. dated.....for "..... valued at Rs. _____(Rupees_____ only) and the same having been unequivocally accepted by the Contractor resulting in a "Contract" and Contractor having agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to 10 % (ten percent) of the said value of the contract to the owner i.e Rs(Rupeesonly).

We having (Name and Address) its Head Office at (hereinafter referred to as the `Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Consultant to the extent of _____ as aforesaid at any time upto _____ (days/month/year) without any demur, reservation, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner on the Bank shall be conclusive and binding not with standing any difference between the Owner and Contractor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor. The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any Employers, vested in them or of any right which they might have against the Contractor, and to exercise the same any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the Owner or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

Notwithstanding any thing contained herein above our liability under this guarantee is restricted to _____ and it shall remain in force upto and including _____ * * and shall be extended from time to time for such period (not

exceeding one year), as may be desired by M/s. _____ whose behalf this guarantee has been given.

Dated this _____ day of _____ 200 at _____.

WITNESS

Signature

(Name)

Official address

Signature -----
(Bank's Rubber Stamp)
(Name) -----

Designation with Bank stamp

Attorney as per Employer of Attorney

No. -----
Dated -----

NOTE :

- * This sum shall be ten percent (10%) of the contract fee
- ** The date will be as specified in the contract.

**PROFORMA FOR BANK GUARANTEE IN LIEU OF
EARNEST MONEY DEPOSIT**

(On Non-judicial stamp paper of value not less than Rs. 100/-)

_____ Bank Ltd.

B.G. No. _____

A/c of (Name of address) - _____
 Limit of liability - Rs./_____

Date of expiry - _____

Ref: Tender Notice No. _____ dt. _____

For (Name of work) _____

Subject: **Earnest Money Deposit**

NMDC Limited
 Khanij Bhavan
 10-3-311/A, Castle Hill
 Masab Tank
 Hyderabad - 500 028
 Telangana(INDIA)

Dear Sirs

In consideration of the NMDC Limited, (hereinafter called "the Company") which expression shall unless repugnant to the subject or context include his successors and assigns having agreed to exempt M/s _____ from demand under the terms & conditions of Tender No. _____ issued by the Company for the works (hereinafter called "the said Document") from deposit of Earnest Money for the due fulfillment by the M/s(name of the Bidder) of the terms and conditions contained in the said Document on production of Bank Guarantee for _____ (Rupees _____ only).

1. I/We the _____ Bank. Ltd. (hereinafter referred to as "the said Bank"), a company under the companies Act. 1956 and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified the Company to the extent of Rs./_____ (Rupees _____ only) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by the Company by reason of any breach or breaches by M/s(name of the Bidder) of any of the terms and conditions contained in the said Document and unconditionally pay the amount claimed by the Company on demand and without demur to the extent aforesaid.
2. We _____ Bank Ltd. do hereby undertake to pay the amount due and payable under the guarantee without any demur, reservation, protest and notwithstanding any dispute between the Company and the Bidder merely on a demand by you stating that the amount

claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by M/s(name of the Bidder) of any of the terms or conditions contained in the said Document by reason of the M/s(name of the Bidder)'s failure to perform conditions of the said Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. /.

3. We _____ Bank Ltd. further agree that the Company shall be the sole judge of and as to whether the M/s.....(name of the Bidder) has committed any breach or breaches of any of the terms and conditions of the said Document and the extent of loss, damages, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof to the extent of the Earnest Money required to be deposited by M/s(name of the Bidder) in respect of the said Document and the decision of the Company that M/s.....(name of the Bidder) has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company shall be final and binding on us.
4. We _____ Bank Ltd. further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Document and that it shall continue to be enforceable till all your dues under or by virtue of the said Document have been fully paid and its claims satisfied or discharged or till you certify that terms and conditions of the said document have been fully and properly carried out by the said M/s..... and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee.
5. We _____ Bank Ltd. further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Document or to extend time asked by M/s..... from time to time or to postpone for any time or from time to time any of the powers exercisable by you against M/s and to forbear or enforce any of the terms and conditions relating to the said document and we shall not be relieved from our liability by reason of any such variation or extension being granted to M/s..... or for any forbearance act or omission on your part or any indulgence by you to M/s..... or by any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
6. It shall not be necessary for the Company to proceed against M/s..... before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Company may have obtained from M/s..... at this time when proceedings are taken against Bank hereunder be outstanding or unrealised.
7. We _____ Bank Ltd. further undertake to unconditionally pay the amount claimed by the Company merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing and agree that any change in the constitution of the Company or of M/s..... or the said Bank shall not discharge our liability hereunder.
9. Notwithstanding anything contained herein our liability under this bank guarantee shall not exceed Rs (Rupees)

(i) This bank Guarantee shall remain valid up to

(ii) Our liability to make payments shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of guarantee on or before

Witness

Dated.....day of20

For _____ Bank Ltd.

Signature _____

Seal

While issuing the Bank Guarantee for Earnest Money, the issuing Bank must furnish following details :

- Name & address of the Bank
- Contact person
- Telephone no.
- Fax no.
- E-mail address:

The Bidder while getting the Bank Guarantees issued by the Banker must take care of the above details.