



कॉर्पोरेट कार्यालय :कोर 1, स्कोप कॉम्प्लेक्स, लोधी रोड

न्यू दिल्ली 110003

CIN:L51909DL1963GOI004033

Web: www.mmtclimited.gov.in

विषय : जी एस टी कंसल्टेंट की नियुक्ति के लिए निविदा

पंजीकृत सी ए फ़र्म / प्रैक्टिस कर रहे चार्टर्ड अकाउंटेंट से जी एस टी कंसल्टेंट के रूप में नियुक्ति हेतु बोली आमंत्रित की जाती है। निविदा का सम्पूर्ण विवरण www.mmtclimited.com, तथा <https://mmtc.abcpocure.com>.

में उपलब्ध है।

यदि इस निविदा से संबंधित कोई शुद्धिपत्र जारी होता है तो इसे सिर्फ उपर्युक्त वैबसाइट पर ही जारी किया जाएगा

उपमहाप्रबंधक (वित्त)



Corporate Office:

**Core-1, Scope Complex, Lodhi Road,
New Delhi-110 003**

CIN:L51909DL1963GOI004033

Web: www.mmtclimited.gov.in

SUB: TENDER FOR APPOINTMENT OF GST CONSULTANT

Bids are invited from registered CA firms/ practicing CA for appointment of GST consultant. The complete details of the tender are available at MMTC's website www.mmtclimited.com, and <https://mmtc.abcpocure.com>.

Corrigendum issued, if any, shall be hoisted on websites only as mentioned above.

DGM (F&A)

Tender for

“Appointment of GST Consultant”



Tender No.: MMTC/Tax/2018-19/GST/01
dated **27/11/2018**

Last date for submission: **19-12-2018** at 1500 Hrs.

DGM (F&A), GST Cell
MMTC Limited, CORE-1, SCOPE Complex,
7, Institutional Area, Lodhi Road
New Delhi - 110003, India
Tel. No. 011-24381275
e.mail : anupk@mmtclimited.com & nishant@mmtclimited.com

Index of Tender No MMTC/Tax/2018-19/GST/01
dated 27/11/2018

Appointment of GST Consultant at New Delhi

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NOTICE INVITING TENDER (NIT)

Sealed Tenders are invited for the following Job/ services in MMTC Limited.

Name of Job/Services: GST Consultant

NIT No. : MMTC/Tax/2018-19/GST/01 dated: 27/11/2018

Earnest Money Deposit (EMD): Rs. 25,000/- (Rupees Twenty Five Thousand only) in form of DD/Pay Order in favour of 'MMTC Limited' payable at New Delhi or e-payment to MMTC Limited to the following bank account:

State Bank of India, CAG Branch, Jawahar Vayapar Bhawan, New Delhi

IFSC Code : SBIN0009996

C.C. A/c. No. : 10813608375

DATE OF SUBMISSION & OPENING OF TENDER

Last date and time for submission of Tender: 1500 Hrs. on 19-12-2018

Date and Time of opening Technical Bid: 1515 Hrs. on 19-12-2018

Date and Time of opening Price Bid: Bidders who are technically qualified would be informed separately.

Venue for opening of Tender: 6th Floor, Conference Room,
MMTC Limited, Core 1,
SCOPE Complex,
7, Institutional Area,
Lodhi Road, New Delhi-110003.

Technical Bid (Physical Mode) - The envelope containing Technical Bid shall be **dropped** in the **Tender Box placed at the Reception** of MMTC Limited, Core 1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003.

Price Bid (Electronic Mode)- The Price Bid shall be submitted **electronically** through MMTC's e-Tendering portal <https://mmtc.abcprocure.com> as per details given in tender document.

The details of the tender document are available in MMTC's websites www.mmtclimited.gov.in and <https://mmtc.abcprocure.com> .The corrigendum / addendum to this tender, if any, shall also be uploaded on the above websites.

1. Notice Inviting Bid

Subject: Appointment of GST Consultant at Delhi

Dear Sirs,

MMTC Limited, a listed public sector enterprise functioning under the aegis of the Ministry of Commerce, Government of India is engaged in the field of international trading of minerals, agro products, precious metals, non-ferrous metals, coal & hydrocarbon, fertilizers etc.

The company has 9 Regional Offices at various places in India with Corporate Office at New Delhi.

The Regional Offices (RO) as well as the Corporate Office (CO) are maintaining books of accounts at their respective locations in ERP software (RAMCO). They are preparing financial statements independently which are audited by separate Branch statutory auditors appointed by C&AG. The audited financial statements of Regional Offices are consolidated at Corporate Office for Standalone Financial Statements of the Company. The Standalone and Consolidated Financial Statement are prepared as per requirement of Companies Act 2013 and other applicable statutes.

Presently Imports/exports/purchase/sales takes place at various ROs / Sub-Regional offices (SROs) and at Corporate office (CO). At present MMTC has total 23 registrations in 21 states/Union Territories. There are two registrations in Maharastra and UP (separate registrations for SEZ areas). Regional Offices (including Delhi Regional Office) have their own consultant and they file their returns through their consultant.

The details of the company are available on website www.mmtclimited.gov.in

MMTC invites offers in two part bid system for Appointment of GST consultant.

2. Salient features of bidding document

Last date and time of submission of Bids	1500 Hrs. on 19-12-2018
Mode of submission- Technical Bid	Bidders to drop the sealed tender in the Tender Box placed at following address: <i>MMTC Limited, Ground Floor (Reception), Core-1, SCOPE Complex, 7- Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA)</i>
Mode of submission- Price Bid	Price Bid to be submitted in electronic mode through MMTC e-tender portal https://mmtc.abcpocure.com Further details are given in tender document.
Opening of Technical bids	1515 Hrs. on 19-12-2018 . Bidders may nominate one authorized representative to witness the tender opening process well in advance.
Opening of Price Bid	Technically qualified bidders would be informed about the time, date & venue of opening of price bid.

3. Scope of Work

Pl refer Clause 1 of Proforma of Agreement

4. Pre-Qualifying Requirements (PQR)

The offer shall be considered only from Indian, technically competent, experienced and financially sound Accounting/Consulting firms of Chartered Accountants or a practicing CA who meet the following pre-qualification requirements.

Sl. No	Parameter/Criteria/ Requirement and Documents required
(1)	A practicing C.A. or registered CA firm having Partner with specialization on GST matters (hereinafter referred to as Partner) continuously engaged as VAT/Service Tax/ GST consultant from 2008-09 onwards. Date of birth of the Practicing CA / Partner should be on or after 1 st January 1954) Documents required – (a) Copy of appointment letter/agreement showing the scope of work from 2008-09 onwards. Appointment Letter(s)/agreement(s) for all the years from 2008-09 are to be submitted for qualifying score (10). (b) For additional score (20 or 30)- date of incorporation of the firm (if bidder is a CA Firm) or copy of Certificate of Practice (CoP) (if Bidder is a practicing CA). (c) Proof of date of birth of practicing CA/Partner/.
(2)	a. Working as GST consultant (Minimum six months in each year i.e. 2017-18 and 2018-19) in minimum 3 corporate (including minimum one state/central PSU) with annual turnover of Rs.100 Crs and above during 2017-18. b. Additional marks are allowed (upto 20) if bidder has more than 3

	<p>clients with (client's) turnover of Rs.100 Cr or more where the bidder is GST consultant during 2017-18 and 2018-19 for minimum period of six months in each year. Additional marks are also allowed (upto 20) if Bidder has corporate clients whose turnover is more than Rs.100 Crore.</p> <p>Documents required – (i) Copy of appointment letter/agreement (ii) Copy of audited Profit & Loss A/c of the corporate where engaged as consultant.</p>
(3)	The bidder should have requisite infrastructure with an office in Delhi / NCR. Address of offices along with the name, address and contact number of official to be given as per given Proposal Forms.
(4)	The bidding entity / any partner / Director of the entity should not have been convicted in any disciplinary proceedings / criminal case by regulatory authority(ies)/ court in connection with professional work. Bidder should not be on negative list / black listed by any PSU or Govt. Department. Bidder to submit an undertaking in this respect as per relevant form given in Proposal Forms.

Clause no 14 may be referred for relevant expert partner's age and visit

5. General terms and conditions

- a) Bidder shall, as part of their bid, submit a written Authorization Letter as per specified Form in tender from Partner/Director of Bidding firm/ consulting company if the signatory is other than Partner/Director (in case of firm). In case of a practicing CA, documents should be signed by the Proprietor.
- b) Bidder shall not be under liquidation, court receivership or similar proceedings.
- c) Bidding documents shall at all times remain the exclusive property of the MMTC.
- d) Bidder may note that Bid shall be submitted on the basis of "ZERO DEVIATION" and shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as nonresponsive and may be liable for rejection.
- e) MMTC shall not be responsible for any expense incurred by bidders in connection with the preparation and delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- f) MMTC reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract without assigning any reason whatsoever, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the said action.
- g) Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- h) In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such Bidder will be debarred from bidding in future.
- i) The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other person / firm / consulting company/organization.
- j) The Bidder shall quote in Indian Rupees.

- k) The Bidder is expected to examine the Bidding Document, including all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required as per the Bidding Document may result in the rejection of the Bid. MMTC reserves the right to ask bidders for furnishing additional documents or details other than those specified in the tender, if deemed necessary.
- l) Clarification, if any, in respect of this tender can be obtained from Manager (Fin-Taxation), mail: nishant@mmtclimited.com or DGM (Finance), email anupk@mmtclimited.com . The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible. Any modification of the Bidding Document, which may become necessary as a result of the Bidders query, shall be uploaded in the above mentioned websites through the issue of an Addendum/ Amendment.
- m) One person only is permitted to attend technical and price bid opening. Bidder's authorized executive is required to carry this authority letter while attending the technical bid opening and price bid opening and submit the same to MMTC. Representative should carry their id proof.

6. Earnest Money Deposit (EMD):

- a) EMD of Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the form of Pay Order (PO) or Demand Draft (DD) in favour of MMTC Limited, payable at New Delhi, to be submitted along with Technical Bid. Without EMD, tender will not be accepted.

EMD can also be deposited through e-payment to MMTC Limited to the following bank account:

State Bank of India, CAG Branch, Jawahar Vayapar Bhawan, New Delhi
IFSC Code : SBIN0009996 C.C. A/c. No. : 10813608375

Proof of e-payment may be submitted alongwith Technical Bid.

- b) EMD of the bidder will be forfeited if:
 - i. after opening of the tender, the bidder revokes his tender within the validity period or modifies his bid.
 - ii. the bidder does not submit Performance Bank Guarantee within stipulated period.
- c) EMD will be refunded to unsuccessful bidders. Also the said EMD will be refunded to successful Bidder on signing of the Contract and after submission and confirmation of Performance Bank Guarantee.
- d) EMD shall not carry any interest.

7. Performance Bank Guarantee – See Clause 3 of Annexure 1

8. Submission of bids

All documents of the bid shall be signed by the Partner/ Director/ Authorized Person (in case of firm) and by the Proprietor (in case of a practicing CA) having valid authorization letter at the time of bid submission. Any consequences resulting due to such signing shall be binding on the Bidder. The Bidder shall submit Technical & Price Bid in two parts as per details below:

PART – I : Technical Bid (Physical Mode)

PART - II : Price Bid (Electronics mode)

8.1 PART- I: Technical Bid (Physical Mode only)

- a. Technical Bid shall be submitted in physical mode only. The envelope containing the Technical Bid shall be super scribed with "Tender for Appointment of GST Consultant" and shall be dropped only in the Tender Box placed at Reception of MMTC Limited, Core-1, SCOPE Complex, Lodhi Road, New Delhi – 110003. If the envelope is not dropped in tender box properly sealed and marked, MMTC will assume no responsibility for the misplacement or premature opening of the bid.

Documents required to submitted are mentioned in Form A.

- b. Bid documents containing the following must be bound, indexed, completely page numbered and arranged in the order:
 - i. Bidder's details on Bidder's letter head as per **Form A** alongwith supporting documents.
 - ii. Complete tender document alongwith its annexures, forms and supporting documents, subsequent Amendments / Addendums to the Bidding Document duly signed and stamped (all pages) by the Bidder in token of having read, considered and agreed all parts of it.
 - iii. Tender not accompanied with EMD would be rejected. MMTC reserves the right to decide on EMD submitted in any form other than stated above.
 - iv. Bidder's Bank Account details as per **Form-B**.
 - v. Any other information required in the Bidding Documents or considered relevant by the bidder.
 - vi. All documents furnished by the Bidder as per the requirement of Technical Bid Evaluation Criteria shall be signed and stamped by the bidder or authorized signatory of bidder.

PART - II - PRICE BID (ELECTRONICS MODE)

- i. The Price Bid shall be submitted in electronic mode only through MMTC E-Tendering portal <https://mmtc.eproc.in> as per Form-F provided in the Bidding Document. Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name.
- ii. No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the price bid. Any conditions, if stipulated, shall be treated as null and void and shall render the bid liable for rejection.
- iii. Unless stated otherwise in the Bidding Documents, the Contract shall be for the total works as described in Bidding Document.

- iv. Bidder shall quote the lump sum price after careful analysis of cost involved for the performance of the complete work considering all parts of the Bidding Document.
- v. The quoted Price shall be deemed to be all inclusive **except applicable GST** till the completion of the work. It is clearly understood that MMTC will not have any additional liability towards payment of any Taxes & Duties except applicable GST leviable on total quoted price.
- vi. Alternative / conditional bids shall not be considered.
- vii. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- viii. Price shall be quoted in figures as well as in words. If some discrepancies are found between the price given in words and figures, the price quoted in words shall be taken as correct.

9. Pre-bid conference

Pre-bid conference shall be conducted on **06.12.2018** at 15.00 Hrs at Scope complex, 6th floor, core-1, Lodi Road, New Delhi-110003 to address any queries of bidders. Bidders may email their query, if any, to nishant@mmtclimited.com or anupk@mmtclimited.com latest by **04.12.2018**

10. Bid Validity

- 10.1 Price bid submitted by Bidder shall remain valid for a minimum period of two months from the date of opening of price Bid. Bidders shall not be entitled during the said period of two months, without the consent in writing of the MMTC, to revoke or cancel their Bid or to vary the Bid given or any term thereof.
- 10.2 MMTC may solicit the Bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. However, Bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid.

11. Bid opening

- 11.1 MMTC will open the technical bids in the presence of Bidders' designated representatives at date & time as stipulated in "Salient features of Bidding Document". The Bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 11.2 Bidder's names and any other such details as MMTC may consider appropriate will be announced by MMTC.
- 11.3 Price bid of only those bidders whose bids are determined to be technically qualified shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening. During price bid opening total price as quoted by the bidders

shall be read out.

12. Evaluation of Technical bids

- 12.1 The MMTC will determine whether each of the bids conforms to the terms, conditions and specification of the Bidding Documents without material deviation and is complete with regard to submission of required documents. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Document, the MMTC's rights or the Bidder's obligations as envisaged in the Bidding Document, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 12.2 No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the bid. Any conditions, if stipulated, shall be treated as null and void and may render the bid liable for rejection.
- 12.3 MMTC, if necessary, will obtain clarifications on the Bid by requesting for such information / clarifications from any or all Bidders, either in writing or through personal contact. All responses shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by MMTC.
- 12.4 MMTC reserve the right to assess Bidder's capability and capacity to execute the work using in-house information including taking into account other aspects such as concurrent commitments, past performance etc.

13. Selection Process

- 13.1 The final bidder will be selected through QCBS (Quality and Cost Based Selection) method. For QCBS, technical and financial score will be in proportion of 40:60. Technical evaluation will be made on following criteria:

S. No.	Criteria	Score (Total 100)
1	Experience as Service Tax / VAT/GST consultant	
	10 years to 12 yrs	10
	+12 yrs to 20 Years	15
	Above 20 Years	20
2	Currently serving or served in 2017-18 and 2018-19 as GST Consultant on retainership basis for a corporate whose Turnover (Revenue from Operations) for year ended March 2018 is:	
	Rs.100 Crore to Rs.200 Cr	10
	> Rs.200 Crores and Upto Rs.500 Crs	15

	> Above Rs.500 Cr	20
3	Currently serving or served in 2017-18 and 2018-19 (Minimum tenure – 6 months in each year) as GST Consultant on retainership basis for a corporate whose average Turnover for last three yrs is Rs.100 Cr or more. Number of such clients – Minimum 3	10
	4 to 7	15
	More than 7	20
4	Minimum qualification marks for short listing for interview : 30 out of 60 (sl no 1 to 3 above – minimum 10 marks in each criteria)	
5	Interaction with High Level Management Committee- Bidder will be required to present himself/herself before the committee nominated by MMTC.	40 (max)

13.2 Financial Bids of only those bidders whose Technical Score is more than or equal to 50 shall be opened. A final combined score will be arrived at by applying above mentioned relative weightage to the score of technical criteria & score of financial bid. The proposal with highest weighted combined score shall be selected for initially one-year term. Subsequently, based on satisfactory performance, extension will be provided with the approval of FMCOD. Example for QCBS is given hereunder:

Bidder	Technical Score (Assumed) = X	Financial Bid (Assumed) = Y	Financial Score (L*100/Y) = Z	Total Score (X*0.50 + Z*0.50)
A	80	8,00,000	75	77.500
B	60	7,00,000	85.71	72.855
C	50	6,00,000 (L)	100	75.000

13.3 In the above case, Bidder 'A' will be selected on the basis of highest score as per QCBS method. He will be paid Rs.8,00,000/- as per his quote even if his financial bid is higher than other bidders.

14. Interview

Those who get minimum 30 marks on the basis of documents as mentioned at **clause 4 and 13.1** (sl no 1 to 3) would be short listed for interview. Short Listed bidders will be called for interview on a date which will be intimated by mail. If bidder is a CA Firm, Partner [see clause 4 (1) of this tender] and a qualified CA with minimum 5 yrs of relevant experience would be required to attend the interview. Same qualified CA (with 5 yrs experience) shall visit MMTC as per clause 1.4 i of the annexure 1 (scope of work).

15. Final Evaluation & Selection

15.1 After completion of interview process, marks will be awarded for technical criteria and price bids of successful technical bidders

(scoring 40 or more marks in technical criteria) will be opened on a date which will be intimated by mail.

- 15.2 A final combined score will be arrived at and selection will be made as mentioned in **Clause 13** 'Selection Process'.

16. Notification of award

MMTC will issue the Letter of Award (LOA) to the successful Bidder and communicate the same through Courier/Fax/email as per details given by Bidder. The said communication will constitute the formation of a Contract until the formal agreement has been signed.

17. Agreement

17.1 The successful Bidder shall execute a formal agreement with MMTC within specified period from the date of issue of Letter of Award on a non-judicial stamp paper, purchased from Delhi of applicable value. The cost of non-judicial stamp paper shall be borne by the successful Bidder.

17.2 The following documents shall be integral part of agreement:

- i. Original Bidding Document along with its enclosures including any Amendment /Corrigendum to original Bidding Document.
- ii. Letter of Award along with enclosures attached therewith, if any.

18. FRAUD PREVENTION

18.1 Commitments of the Bidder / Consultant:

The Bidder(s) / Consultant shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in "Fraud Prevention Policy" of MMTC (full text of which is available on MMTC's website at <http://mmtclimited.com> during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

- (a) The Bidder / Consultant shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder / Consultant shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder / Consultant shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder / Consultant will

not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

- (d) The Bidder / Consultant shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- (e) The Bidder / Consultant if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

18.2 Disqualification from tender process and exclusion from future contracts: If the Bidder / Consultant, before award or during execution has committed a transgression through a violation of this Clause, above or "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder / Consultant, from undertaking any transaction with MMTC and/or declare the Bidder / Consultant ineligible to be awarded a contract either indefinitely or for a stated period of time.

18.3 Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award then MMTC shall be entitled to forfeit the EMD amount and if bidder is disqualified during execution, MMTC shall be entitled to forfeit the Performance Guarantee.

19. Holiday Listing

Notwithstanding anything contained in this agreement, MMTC's policy for Holiday Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

20. Help Desk for E Bidding

Contact details for E Bidding is as under:

Vendor's Queries	Contact Numbers	e-Mail ID
New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	+91-(79)- 68136 866	info@abcProcure.com
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC)	+91 9265562826	abhijeet@eptl.in
Technical Assistance related to e-Tender or e-Auction filling / submitting (Offsite Team).	+91-(79)- 68136 833	support@abcProcure.com
	+91-(79)- 68136 854	
	+91-(79)- 68136 850	
	+91-(79)- 68136 849	

- a. Bidders may note the following terms and conditions to be followed by clients/bidders for participating in e-tender/e-auction.
1. The bidder shall have valid Class-III Digital Signature Certificate (DSC) ([with signing and encryption](#)) issued from Licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.
 2. The bidders should register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.
 3. For minimum system requirements clients/bidders should refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
 4. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
 5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

Proforma of Agreement

(To be executed on a stamp paper of Rs.100/- to be obtained by the bidder in its name)

Agreement No. _____

This AGREEMENT (hereinafter called the "Agreement") is made on the _____ day of _____ 2018, between, MMTC Limited (hereinafter called the "**MMTC**" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, _____ (hereinafter called the "**CONSULTANT**" which expression shall include their respective successors and permitted assigns).

WHEREAS

- a. MMTC issued a tender vide NIT No. **MMTC/Tax/2018-19/GST/01 dated 27/11/2018** for Appointment of **GST Consultant** (hereinafter called the "**Consultant**").
- b. The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to MMTC that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to MMTC on the terms and conditions as set forth in the tender and this Agreement; and
- c. MMTC, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated _____ (the "LOA"); and
- d. In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Scope of work and deliverables:

Scope of work includes the following, but not limited to:

- 1.1 Detailed presentations to Board / Senior Management on GST matters as and when required.
- 1.2 Half day training to MMTC's officials in every six months at Delhi. All arrangements would be made by MMTC. In case of outstations, Air-ticket, accommodation, taxi etc would be arranged by MMTC.
- 1.4 Routine work :
 - a. To advise/give written opinion relating to any GST issues within reasonable time.
 - b. To assist on issues in GST TDS Registration, preparation & filing of GST TDS returns and generation of TDS Certificates.
 - c. To assist in preparing replies/submissions for Department's Notices regarding GST and **Service Tax** issues including show Cause Notices.

- d. To guide and assist the appointed advocate / representative in appeal matters.
- e. To examine any order/communication received from GST authorities and advise further course of action.
- f. To update about relevant changes/amendments/judgments in the GST Act & Rules (more specifically having implications on MMTC) regularly through mail.
- g. To advise on the tax-planning like benefits/rebates/deductions/exemptions available under GST act.
- h. To provide general consultancy services in any other work related to GST.
- i. The consultant or a qualified representative (CA with minimum 5 yrs experience) will be required to visit atleast one day (3-4 hours a day) in a week and as and when required at the Company's registered office at Lodhi Road, New Delhi.
- j. To assist in filing of any return by any RO/SRO of MMTC.
- k. To attend the Appeal(s) / Show Cause Notice(s) / Hearing(s) related to GST Matters with GST authorities.
- l. Partner to visit and attend meetings as and when required for discussion with senior officers of MMTC/MMTC's Customers/Vendors.

2. Payment:

- 2.1 The payments shall be released after receipt of monthly bills.
- 2.2 While making the payment, statutory deductions as applicable, shall be made by MMTC.
- 2.3 MMTC will make the payment through e-mode only to Consultant's Bank account as per e-payment details submitted in the tender document.

3. Performance Bank Guarantee

- 3.1 The successful bidder shall be required to furnish Performance Bank Guarantee to the extent of 10 (ten) percent of the contract value within 10(ten) working days of communication of Letter of Award (LOA).
- 3.2 Performance Bank Guarantee may be furnished from any Scheduled Bank branch in New Delhi other than Gramin Bank, Nainital Bank, Dhanlakshmi Bank or Cooperative Bank. The BG issuing bank must have a net worth of at least Rs.500 Crore and Capital Adequacy Ratio of at least 9%. The Bank Guarantee should be in format as given in this tender document. All expenses, commissions and interests related to issuance and surrendering of the Performance Guarantee, accrued to the Bank, shall be at the sole cost of the bidder.
- 3.3 The Performance Bank Guarantee shall be valid up to 31/03/2020 and the same shall be renewed for further period as may be necessary.
- 3.4 Failure to submit Performance Bank Guarantee shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the bidder shall be liable to compensate MMTC for any losses incurred by MMTC. EMD submitted by bidder shall be liable to be forfeited. The decision of MMTC in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the bidder.

- 3.5 It is advisable to issue PBG by PSU banks in SFMS system. MMTC's banker details is already provided in this tender document. Bidders are requested to request their banker that while issuing PBG they should also inform the advising bank confirming the issuance of PBG.

4. Validity of the agreement

This Agreement shall come into force w.e.f.(the "Effective Date"). All terms and conditions given in above mentioned tender shall be treated as integral part of this agreement. The Consultant shall visit MMTC and understand the transactions well before the "Effective Date" and shall commence the Services w.e.f., unless otherwise agreed by MMTC.

The Agreement shall remain valid for one year (i.e. till) and shall be extendable subject to satisfactory performance and with mutual consent of both parties.

5. Confidentiality

- 5.1 Consultant shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any manner whatsoever, information, documents, technical data, experience, etc. given to him by MMTC without the prior written consent of MMTC.
- 5.2 Consultant further undertakes to limit the access of confidential information to those of its employees, Implementation Partners etc. who reasonably require the same for the proper performance of the Contract and the Consultant shall ensure that each of them has been informed of the confidential nature of the information and made aware of the confidentiality and non-disclosure clause stated at Clause 4(a).

6. Termination of Agreement

6.1 By MMTC

- a. MMTC reserves the right to terminate the contract on occurrence of any of the following events:
- i. Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
 - ii. The consultant fails to commence services as required under this agreement.
 - iii. The consultant fails to complete any of the required services as per the tender due to which MMTC fails to meet statutory time limit for finalization of monthly / quarterly/annual returns, statements, adjustments etc.
 - iv. MMTC, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

A written notice of not less than 30 days should be given before such termination.

6.2 By the Consultant

- a. The Consultant may, by giving a written notice of not less than 30 days terminate the agreement on occurrence of any of the following events:
 - i. MMTC fails to pay any money due to the Consultant pursuant to this Agreement which is not subject to dispute, within 45 (Forty Five) days after receiving written notice from the Consultant that such payment is overdue;
 - ii. MMTC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (Forty Five) days after receiving written notice from the Consultant.
 - iii. In case, any reply to GST Authorities is to be submitted or hearing is to be attended within 45 days of the date of termination notice served by the consultant, same would be accepted only after submission of satisfactory reply of the notice / attending the hearing by the consultant. Before leaving, the consultant would submit brief of all pending hearings/ Show Cause Notices/ Matters to the MMTC's advocate/consultant/official.

7. Liabilities:

Without prejudice to any express provision of this contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract. Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the date of signing the agreement. The amount of liability will be limited to 10% of the agreement value.

8. Force Majeure:

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to postponement or deferment of implementation of GST), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver / extension of time in respect of the delivery of any installment or part of the service shall not be deemed to be waiver / extension of time in respect of the remaining deliveries.

If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority

connected with the case shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of professional manpower will not be an excuse to the consultant for not performing their obligations under the Contract.

9. Arbitration

9.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be appointed by Chairman & Managing Director (CMD) of MMTC Limited. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings.

9.2 The venue of arbitration shall be New Delhi.

9.3 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

10. Fraud Prevention Policy – See clause 18 of the tender

11. Holiday Listing – See clause 19 of the tender

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered
for and on behalf of
M/s _____

Signed and Delivered
for and on behalf of
M/s MMTC LIMITED

(Authorised Signatory)

(Authorised Signatory)

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

—

FORMAT OF PERFORMANCE BANK GUARANTEE

(On a stamp paper of applicable amount to be executed by a New Delhi Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Nainital Bank and DhanlakshmiBank)

Bank Guarantee No. _____ dated _____

To
M/s MMTC Limited
Core 1, SCOPE Complex
7 Institutional Area, Lodi Road
New Delhi 110003 (INDIA)

Dear Sirs,

1) WHEREAS, MMTC Limited, having its Corporate office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India (hereinafter called "the MMTC") have entered into Agreement No. _____ dated _____ (hereinafter called 'the CONTRACT') for consultancy with regard to GST M/s. _____ (name) address _____, (hereinafter called "the Consultant")

2) AND WHEREAS the Consultant under the CONTRACT is required to furnish a Performance Bank Guarantee for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of Performance Guarantee of the said sum of Rs. _____.

3) AND WHEREAS at the request of the Consultant, we _____ Bank, _____ (address), hereby irrevocably and unconditionally guarantee and undertake to pay to the MMTC, immediately on demand up to and not exceeding the sum of Rs. _____ payable by the Consultant in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the Consultant has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.

4) We, _____ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs. _____ only without any demur, delay, protest and without any reference or recourse to the Consultant notwithstanding any dispute raised by Consultant in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.

5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. _____. Our Guarantee shall remain in force until(Expiry Date)

6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before(Claim period).

7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.

8) This guarantee comes into force forthwith.

9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder, to vary any of the terms and conditions of the delivery of service or extend time of performance by the said Consultant from time to time or to postpone it from time to time, any of the powers exercisable by MMTC against the said Consultant and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant.

10) The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. _____ only by MMTC.

11) We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.

12) This guarantee will not be discharged due to change in the constitution of the Bank or the said Consultant.

13) It is Certified that the Net worth of the Bank as on 31/03/2018 is not less than Rs.500 Cr and Capital Adequacy Ratio of the Bank is not less than 9%.

14) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

15) Preferably, BG shall be issued through SFMS. Detail of MMTC's Banker :

Name	: MMTC Limited
Bank	: STATE BANK OF INDIA, BRANCH PRAGATI VIHAR, SCOPE COMPLEX, LODHI ROAD, NEW DELHI - 110 003
Swift Code No.	: SBININBBH42
A/C No.	: 52142903753
IFSC Code	: SBIN0020511
MICR	: 110004005

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2017

Yours faithfully
For and on behalf of Bank

Expiry : 31-03-2020
Claim Period : 30-04-2020

(Address)
(Banker's Seal)

Form A (Proposal)

On the Letterhead of the Bidder

To
MMTC Limited,
New Delhi.

SUBJECT: Appointment of GST Consultant in MMTC

Dear Sir,

Please find herewith our offer in line with requirement of MMTC Bidding document. We confirm that:

- 1 Offer is in complete compliance with technical as well as commercial requirements of Bidding Document and there is no technical or commercial deviation in the offer.
- 2 We understand that any technical or commercial deviation in the offer shall render our offer liable for rejection.
- 3 Our offer shall remain valid for a period of 2 (Two) Months from the date of opening of price bid.
4. We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by MMTC without any reference to us.
5. Detailed offer / documents are as under:
 - 5.1 Bidder's Name:
 - 5.2 Name of the Partners (If firm)
 - 5.3 Address of registered office:
 - 5.4 Address of Local Office In Delhi / NCR (Proof to be submitted):
 - 5.5 Telephone No.
 - 5.6 E-mail address
 - 5.7 Website (if any)

5.8 Fax number (Optional)

5.9 ICAI firm registration number and/or CIN No. of consulting company / ISO registration no. (if any) (Self attested copy to be enclosed)

5.10 GST registration no. (Optional) (Self attested copy to be enclosed)

5.11 Permanent Account Number (PAN) (Self attested copy to be enclosed)

6. Experience of the Consultant Firm in VAT/Service tax /GST - Please enclose supporting documents as per Clause 4(1) of the tender document.

S. No.	Client's Name & Address	Scope of work	Project Period	Turnover of client (Rs crore)

7. Details of proof of working as GST Consultant - Please enclose supporting documents as per Clause 4(2) of the tender document:

S No	Name & Address of the Client	Period
1		
2		
3		

I /We have furnished only those credentials in the prescribed format for which documentary evidence is available with us. MMTC reserves the right to seek additional information or ask for supporting documents from Bidders for verifying/evaluating their credentials whenever required.

8. Details of Earnest Money Deposit (Enclose supporting document):

9. Details of qualified Professionals of the Firm :

10. Declaration : We hereby confirm that

10.1 all the documents submitted in this tender are authentic, genuine, copies of their originals and have been issued by the issuing authority

mentioned above and no part of the document(s) / information is false, forged or fabricated.

- 10.2 our Bid complies with the total technical-commercial requirements/terms and conditions of the Bidding Document and subsequent addendum/corrigendum (if any), issued by MMTC, without any deviation/ exception/ comments/ assumptions.
- 10.3 we have quoted the prices without any condition and deviation.
- 10.4 terms and conditions if any, mentioned in our bid (Technical as well as Price) shall not be recognized and shall be treated as null and void.
- 10.5 we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.
- 10.6 any partner / Director of the entity have not been convicted in any disciplinary proceedings / criminal case by regulatory authority(ies)/ court in connection with professional work.
- 10.7 we further confirm that, we have not been in negative list / blacklisted by any Public Sector Undertaking / Government Department (State or Central) / MMTC Limited.
- 10.8 the contents of this Tender have not been modified or altered by us. We agree that if any noticed in future, our Bid may be rejected / terminated.
- 10.9 we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.
- 10.10 We are submitting Master Index of Bidding Document as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Agreement. Further, we shall sign and stamp each page of the Bidding Document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.
- 10.11 we have quoted our prices in electronic mode through MMTC's e-tendering portal. We confirm that rate quoted by us includes price for all services as mentioned in the Bidding Document.
- 10.12 we have already **enclosed the supporting documents in respect of sl no 5.4, 5.11, 6, 7 & 8 above, which are mandatory.**

11. Authorisation

We _____ hereby authorize following representative(s) to sign all bid documents / attend Technical / Price bid opening. We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Name		
Designation		
Mobile Number		
Email ID		
Number & reference of ID Proof (Copy enclosed)		
Specimen signature Of authorized signatories		

12.

Signature	
Name of signatory	
Designation of signatory	
Official seal	

Form-B
E-Payment Form
Bank account particulars

- 1 Bidder's name
- 2 Address of bidder
- 3 Particular of bank account
 - Name of the bank
 - Branch code
 - Address of the bank branch
 - Type of account (SB, Current, Credit)
 - Account number
 - Bank's IFSC code for RTGS/NEFT

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving payment through electronic mechanism. I also undertake to intimate the changes, if any, in bank account details in future and MMTC will not be held responsible for non-payment / delay due to above change in bank details and also due to technical reasons beyond its control.

(_____)

Signature of the authorized signatory (ies) &
Designation

Place:
Date:

Official seal of the bidder

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records

Bank's Stamp

Place:
Date:

Stamp & Signature of the authorized
official of the bank

Form C
(To be submitted electronically only on the letterhead of the Bidder)

PART-II: PRICE BID

Schedule of rates

Name of Job/ services: GST Consultant in MMTC

Name of Organization: MMTC Limited, New Delhi

TENDER NO.: MMTC/Tax/2018-19/GST/01 dated **19.11.2018**

Name of Bidder:

Sl. No.	Description of Work	Amount (In Rs.)
1	Monthly retainership	

This price is valid for two months from the date of opening the price bid.

Note :

- i. The above rates shall be exclusive of GST but inclusive of all other taxes, duty, out of pocket expenses etc.
- ii. For Travel /Stay outside New Delhi for training etc., arrangements shall be made by MMTC as per entitlement applicable to the Statutory Auditors.

Signature	
Name of signatory	
Designation of signatory	
Official seal	