

CORRIGENDUM No 1 dated 28.08.2020

Ref : TENDER NO MMTC/CO/COMP/E-Inv/2020/1363/1

Dated 17.08.2020

MMTC Limited invites E-Tender for implementation of e-Invoicing, e-Waybill and filing of GST returns at MMTC Limited.

Tender Clause	Amended Clause to the tender
<p>ELIGIBILITY CRITERIA Clause No 2.1 point no. 2: Bidder must have positive net worth for the last 3 financial years (2017-18, 2018-2019, 2019-2020). (Bidder to provide audited annual report/Balance Sheet for last 3 financial years). Wherever audited annual report for 2019-20 is not finalized due to Covid-19, audited report for nine month period ending December 2019 shall be submitted.</p>	<p>ELIGIBILITY CRITERIA Clause No 2.1 point no. 2: Bidder must have positive net worth for the last 3 financial years (2017-18, 2018-2019, 2019-2020). (Bidder to provide audited annual report/Balance Sheet for last 3 financial years). Wherever audited annual report for 2019-20 is not finalized due to Covid-19, certificate from auditor may be submitted showing the positive net worth for FY- 2019-2020 and confirming that accounts have not been finalized for FY- 2019-2020.</p>
<p>Clause No 2.1 point no. 7: Bidder must provide its own ASP solution. The software application should have been audited by an authorized audit agency.</p>	<p>Clause No 2.1 point no. 7: Bidder must provide its own ASP solution.</p>
<p>Clause No 2.1 point no. 5: The Bidder company should have at least one office at Delhi/NCR for support services as on the date of submission of bid.</p>	<p>Clause No 2.1 point no. 5 STANDS WITHDRAWN FROM THE TENDER</p>
<p>New Clause added under Section-5 at S.No 5.20</p>	<p>Section 5 – ‘Instructions to Bidder’ 5.20 The successful bidder will have to depute technical experts to MMTC New Delhi as and when required. The expenses incurred on travelling and lodging of said experts shall be borne by the successful bidder.</p>

<p>OBJECTIVE Clause no. 1.1.2: The software solution must ensure compliance of instructions of latest GST council approved standards. Presently MMTC has client server based applications including Ramco e-application (ERP), in-house Retail Management System(RMS) for precious metal products and web based application for sale Indian gold coins (IGC). Integration of the proposed solution with existing MMTC softwares is out of the scope of this tender.</p>	<p>OBJECTIVE Clause no. 1.1.2: a) The software solution must ensure compliance of instructions of latest GST council approved standards. b) Presently MMTC has client server based applications including Ramco e-application (ERP), in-house Retail Management System (RMS) for precious metal products and web based application for sale Indian gold coins (IGC). c) Integration of the proposed solution with existing MMTC softwares is out of the scope of this tender.</p>
<p>Annexure IV: Non-Disclosure Agreement</p>	<p>Please read "GSP" in place of "IT Security Consultant" in Annexure-IV – Non-Disclosure Agreement.</p>
<p>Annexure II : Commercial Bid Definitions: Transaction – Number of invoices or Debit Note(s) or Credit Note(s) or E-way Bill(s) (issued by MMTC as well as by MMTC’s vendors).</p>	<p>Annexure II : Commercial Bid Definitions: Transaction: An invoice or debit note or credit note provided by MMTC is a single transaction .</p>
<p>New Clause added under Section-6 at S.No 6.18</p>	<p>Section-6 6.18 INTEGRITY PACT: The Successful bidder on award of the contract has to sign the Integrity pact as per ANNEXURE – VI.</p>

Reply to the tender queries received various parties (Total Nos 11) against Pre-Bid meeting through email till dated 24.08.2020 attached herewith as ANNEXURE-V .

Other terms as per Tender No MMTC/CO/COMP/E-Inv/2020/1363/1 dated 17.08.2020 remain unchanged.

(Payal Arora)
Senior Manager (System)

INTEGRITY PACT AGREEMENT

INTEGRITY PACT

Between

MMTC Limited hereinafter, referred to as “MMTC”,

And

..... hereinafter referred to as “The Buyer/Vendor/Bidder”

Preamble

WHEREAS, MMTC is an international trading company dealing in export/import/sale/purchase of various commodities;

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness / transparency in its relation with its Buyer/Vendor/Bidder. IN PURSUANCE, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/ Contract between us.

In order to achieve the goals, MMTC may appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of MMTC

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:
 - a) No employee of MMTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.
 - b) MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer/Vendor/Bidder any confidential/additional information through which the Buyer/Vendor/Bidder could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.
 - c) MMTC will exclude from the process all known prejudiced persons.

2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Buyer(s)/Vendor(s)/Bidder(s)

1. The Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.
 - a) The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of the contract or to any third person any material or non-material 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 Buyer(s)/Vendor(s)/Bidder(s) will not enter with other Buyer(s) into any illegal 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 Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer(s) /Vendor(s)/Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship regarding proposals, plans, business details including information contained or transmitted electronically.
 - d) The Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.
 - e) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2. The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts.

If the Buyer(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to disqualify the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or to terminate the contract, if already signed, for such reason.

- a) If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to also exclude the Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- b) If the Buyer(s) /Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Buyer(s) /Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s) /Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s) /Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than

the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

Section 5 – Previous transgression

1. The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

Section 6 – Equal treatment of all Buyer(s) /Vendor(s)/Bidder(s)

1. MMTC will enter into agreements with identical conditions as this one with all Buyer(s) /Vendor(s)/Bidder(s) without any exception.
2. MMTC will disqualify from the tender process all Buyer(s)/Vendor(s)/Bidder(s) who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Buyer(s)/Vendor(s)/Bidder(s)

If MMTC obtains knowledge of conduct of Buyer(s)/Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Buyer(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MMTC has substantive suspicion in this regard, MMTC will inform the same to its Chief Vigilance Officer and/or appropriate Govt. authorities such as CBI.

Section 8 – Independent External Monitor(s)

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, MMTC.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the

contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.

5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word “**IEM**” would include both singular and plural.

Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

Section 10 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
(For & on behalf of MMTC)
(Office Seal)

.....
(For & on behalf of Bidder)
(Office Seal)

Place :

Date :

Witness 1 :

Name :

Address :

Witness 2 :

Name :

Address :

			Pre-Bid Queries against your E-tender no: MMTC/CO/COMP/E-Inv/2020/1363/1 Dated:			
Party S. No.	Query S.No	Query Reference of	Content of RFP requiring clarification	Bidders's Comments	MMTC's Reply	Final Action
P-1	1	Page 3, Point no. 2.1, S.No. 7	Bidder must provide its own ASP solution. The software application should have been audited by an authorized audit agency.	This clause should be amended as follows : Bidder must provide its own ASP solution. The software application should be in process/ audited by an authorized audit agency.	Please refer Amendment at Page no. 1	Clause amended
	2	Page 3,Point no 2.1, S.No. 8	Bidder should have delivered at least two ASP/GSP solutions to end customers along with training during the last 2 years, with at least One Government/PSU.	This clause should be amended to have delivered at least two ASP/GSP solutions to end customers along with training during the last 2 years within Government/ Private/ PSU Sectors/ Education Boards/ Universities instead of existing entry.	At least One Government/ PSU is mandatory.	No ammendment.
P-2	1	page no. 3, point no. 2.1 S.N. 2	Bidder must have positive net worth for the last 3 financial years (2017-18, 2018-2019, 2019-2020). (Bidder to provide audited annual report/Balance Sheet for last 3 financial years).Wherever audited annual report for 2019-20 is not finalized due to Covid-19, audited report for nine month period ending December 2019 shall be submitted.	In this context, we wish to mention that we are a renowned consulting firm comprising of various CAs/ professionals with a significant experience in indirect taxes serving many top Indian corporates and PSUs as their Indirect tax consultant. However, due to ongoing COVID'19 pandemic, our financial report for the year 2019-20 is yet to get certified. Furthermore, LLP or partnership firms are generally not required to prepare quarterly audited financial reports unless regulated for any specific purpose, our firm don't have audited financial report for nine (9) months period ending on December 2019.	Please refer Corrigendum no. 1	Clause amended
				Hence any financial risk that MMTC may have will be satisfied by the Performance bank Guarantee that the successful bidder submits. Therefore it is our earnest appeal to your good office to delete the above requirement. Retaining the said requirement will be unfair and unreasonable to us especially when it serves no useful purpose in evaluating the quality of Services.		
P-3	1	Page no. 2, point no. 1.1.5	Service provider shall be responsible for providing processed information for back uploading the same to respective MMTC applications.	Format in which data would be required. For eg excel, csv etc	Software should allow upload from Excel and/or CSV formats	No ammendment.
	2	Page no. 3, point no. 2.1.5	The Bidder company should have at least one office at Delhi/NCR for support services as on the date of submission of bid.	What kind of support is expected.Although we have an office at Delhi, Operational support for the services would be provided from Mumbai. Would that be okay?	OK. If required, the service provider shall visit MMTC office at their own expenses. Please refer Corrigendum No. 1	Clause amended
	3	Page no. 4, point no. 3.1.2	After implementing the solution, service provider shall impart training to use the software. However, video demonstration/training manual about the product, its features and its usage may be available to the user at any time to deal with FAQs.	Training would be imparted online -not physically. Would that work	Considering the pandemic, OK	No ammendment.
	4	Page no. 4, point no. 3.1.8	The application should be able to schedule the invoices to do bulk uploads to IRP at any time and should be capable of handling incremental data changes without affecting other data.	We upload the invoices to IRP immediately i.e. as soon as it is uploaded in our system. We don't schedule it. Hence kindly clarify what is meant by "schedule the invoices to do bulk uploads to IRP".	OK	No ammendment.
	5	Page no. 5, point no. 4.1	The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licensed 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.	Kindly permit us to use class 2 certificate with signing and encryption	Refer Section-4 of tender. DSC class-III with encryption is mandatory for registration in e-tendering portal.	No ammendment.
	6	Page no. 9, point no. 6.1.4	The payment will be made on quarterly basis subject to successful implementation/services.	Can the payment be shifted to monthly. We generate bills monthly for all our clients. Can we generate monthly bills	No	No ammendment.
	7	Page no. 9, point no. 6.3.4	Performance Bank Guarantee shall be acceptable only from such Banks who provide independent confirmation of Performance Bank Guarantee to our Auditors	Please clarify this point	Bank to provide confirmation as and when asked by MMTC /MMTC's auditors.	No ammendment.

8	Page no. 10, point no. 6.6	Liquidated Damages: -The timely execution of contract is essence of the work order. In the event of service provider's failure to deliver the services within the stipulated delivery period, the liquidated damages are payable by them @ 1 % per week of the order value subject to a maximum of 10% total annual order value. Minimum guaranteed parameters and rates quoted by the successful bidders shall be used to determine the annual order value.	How would this be measured. What if the delay is for reasons not under the purview of the bidder	Only delays at vendor side will be considered under liquidated damages.	No amendment.	
9	Page 16	Commercial bid	Can we remove tax component from the Bid amount and mention that taxes would be at actuals	Tax is mandatory for L1 evaluation. Please go through clause 5.9.2 for your query.	No amendment.	
10	Page 16	Commercial bid	Please clarify how the invoices are to be raised. For eg On actuals or a One time fee	As per tender	No amendment.	
11	Page 9, point no. 6.3	Performance Guarantee	What would the expiry date for the guarantee	Expiry of BG will be greater than or equal to the Period of contract. Claim period will be three months thereafter.	No amendment.	
12	General		What would be the type of invoices issued, volume under each category required to be processed	All types of invoices which comes under GST laws.	No amendment.	
13	Page 19: Non Disclosure Agreement	MMTC, pursuant to its Tender dated _____, declared [INSERT NAME] as successful Bidder for its appointment as IT Security Consultant. Pursuant to appointment of [INSERT NAME] as IT Security Consultant, certain Confidential Information relating to MMTC's business may be disclosed by MMTC to [INSERT NAME] which shall be subject to the terms and conditions contained in this Agreement.	Please clarify this point	Please read "GSP" in place of "IT Security Consultant" in Annexure-IV - Non Disclosure Agreement. Pls refer Corrigendum no. 1	Clause Amended	
14	General		Is there some contract/agreement to be signed other than NDA	Forms and agreements as per Annexure -I, III, IV and VI in the tender.	No amendment	
15	Page 12, point no. 6.14	Holiday Listing	Clarity on this point with reference to agency	Vendor to given an undertaking on letter head that he is not on holiday or been blacklisted by Govt or PSU or any other organization.	No amendment	
P-4	1	Page 3, point no. 2.1 S. No. 2	Bidder must have positive net worth for the last 3 financial years (2017-18, 2018-2019, 2019-2020). (Bidder to provide audited annual report/Balance Sheet for last 3 financial years).Wherever audited annual report for 2019-20 is not finalized due to Covid-19, audited report for nine month period ending December 2019 shall be submitted.	The audit for FY2019-20 is in progress and financials 9 month ending 31 December 2019 may be not be feasible to obtain before the due date of filing. As an alternative, can the bidder submit net worth certificate for 2016-17 to 2018-19 duly certified by the auditor?	Please refer Corrigendum no. 1	Clause amended
	2	Page 3, point no. 2.1 S. No. 7	Bidder must provide its own ASP solution. The software application should have been audited by an authorized audit agency.	What are the documents acceptable to substantiate the same?	Please refer Corrigendum no. 1	Clause amended
	3	Page 3, Para under point no. 2.1	Supporting document(s) to be enclosed for above eligibility criteria or else bids are liable to be rejected.	Considering the pandemic, obtaining signature in every document may not be practically possible. Request if any relaxation can be given on this?	Form A-2 should mandatorily be stamped and signed.	No amendment
	4	Page 4, point no. 3.1.13	Application should be able to reconcile the previous returns filed i.e. GSTR1 and GSTR 3B from July 2017 onwards and clearly bring out the mismatch between Data in Books of Accounts and what has been filed on GSTN	What level of reconciliation with books of accounts & GST returns is expected apart from GSTR 1 & GSTR 3B with books of accounts? With elaborate with specific requirement.	Refer clause 3.1.2 of the tender. For instance, reconciliation of GSTR-2A with the purchase data provided for the purpose of GSTR-3B.	No amendment
	5	Page 16: Annexure II	Commercial Bid: As per scope mentioned in this document, for 15 GSTINs, 25 concurrent users and 50,000 transactions Yearly	Please clarify whether the number of transactions is per GSTN or is at entity level?	Entity level	No amendment
6		Additional Queries				

	6.1			Is there any specific invoice format of MMTC that needs to be configured in the tool or they will consider INV-I format proposed by Govt.?	Formats proposed by government will be considered. However a little indentation may be required.	No amendment
	6.2			Confirmation required on the fact that IT related changes on the ERP side would be MMTC's responsibility.	Yes	No amendment
	6.3			Number of Outward Supply Invoice generated during a month (During Normal Working)	Total estimated transactions have already been provided in the tender. Further bifurcation is not available.	No amendment
	6.4			Number of Outward Supply Invoice generated during a month (During Peak Season)		No amendment
	6.5			Number of IT systems from where outward supply documents are being generated Name each system and its location	Refer clause 1.1 in the tender	No amendment
	6.6			Number of Inward Supply Invoices in a year	Total estimated transactions have already been provided in the tender. Further bifurcation is not available.	No amendment
	6.7			Format in which Inward Supply Register is maintained or report is generated from the accounting system	Format will be provided by MMTC as per requirement.	No amendment
P-5	1			Whether the scope of work is restricted to the Licensing of the application software, wherein post training of software, bidder only provides support services for technical issues, if any and MMTC will ensure compliance by self. Does the bidder require to process the data in the application and perform compliance on MMTC's behalf.	As per scope of work.	No amendment
	2			Please clarify whether the end to end compliance such as error handling of the data in the application, Input Tax Credit eligibility, determination of the tax liability, generating challan would be performed by MMTC and not the responsibility of bidder	Law related compliance shall be taken care of by MMTC. Proposed solution to provide handling of <u>apparent data errors</u> .	No amendment
	3			We understand that MMTC provides data in the desired formats (xls or CSV) for processing through the application. Please explain the mode of transmission of such data to the application i.e. how would the data be uploaded in the application (via direct upload or SFTP folder or API). We understand that integration of ERP with the application is outside the scope.	SaaS software should have the provision to upload the data manually (through Excel or Csv) in the proposed solution for further processing.	No amendment
	4			Please confirm on the requirement to host the ASP Application on MMTC's Cloud or bidder's cloud	Bidder's Cloud	No amendment
P-6	1	Page-3 point no. 2.1 S. No. 6,7	6. Bidder should be registered as GSP (GST Suvudha Provider) with GSTN as on the date of submission of bid. 7. Bidder must provide its own ASP solution. The software application should have been audited by an authorized audit agency.	As per the tender, the company should be a GSP as well as ASP. We do not meet this requirement since we have two different companies managing GSP and ASP activities. Masters India Private Limited is a GSP whereas Masters India IT Solutions Private Limited acts as an ASP for the GSP entity. The latter entity signs all the contracts for end to end execution. The GSP Certification is in the name of Masters India Private Limited although I have attached Business transfer from MIPL to MIISPL NOC also. (Certificates attached)	Bidder should be registered with GSP.	No amendment
P-7	1	Page 3, at point no. 2.1 S.N. 2	Bidder must have positive net worth for the last 3 financial years (2017-18, 2018-2019, 2019-2020). (Bidder to provide audited annual report/Balance Sheet for last 3 financial years). Wherever audited annual report for 2019-20 is not finalized due to Covid-19, audited report for nine month period ending December 2019 shall be submitted.	We can provide a Certificate to this effect from our Chartered Accountant mentioning the audited results for FY 16-17, 17-18 & 18-19 along with unaudited results for FY 2019-20. Further, it shall also state the Positive Net Worth of the organisation for last Four Financial Years. Various Government departments are excepting this certificate for participating in PSU/Government tenders.	Please refer Corrigendum no. 1	Clause amended
P-8	1	Page 16, Annexure II	Commercial Bid	what is the bifurcation of the transactions;	Total no of estimated transactions have been provided in the tender. Exact bifurcation is not available. However B2B transactions will be very less as compared to B2C transactions. Count of E-way bills will	No amendment
				No of B2B transaction		
				No of B2C transaction		
				No of Purchase Invoice		
				Count of Delivery Challan for E-way Bill		
P-9	1	Page 2, point no. 1.1.4	Software solution shall have provision to maintain data for all invoices for reconciliation and sending e-mail(s) to seller/buyer automatically.	for how many years MMTC expects the data to be preserved?	As per GST law.	No amendment

	2	Page 2, point no. 1.1.2	The software solution must ensure compliance of instructions of latest GST council approved standards. Presently MMTC has client server based applications including Ramco e-application (ERP), in-house Retail Management System(RMS) for precious metal products and web based application for sale Indian gold coins (IGC). Integration of the proposed solution with existing MMTC softwares is out of the scope of this tender.	Kindly Clarify the above statements	Please read the sentences in clause 1.1.2 separately. Refer corrigendum no. 1	Clause amended
	3	Page 2, point no. 1.1.5	Service provider shall be responsible for providing processed information for back uploading the same to respective MMTC applications.	If the processed information is needed back to the system for repository purpose, What format and what fields will be required by the respective MMTC Software what format would be required?	Data in Excel and/or Csv formats with additional fields received from government portal.	No ammendment
	4	Page 3, point no. 2.1 S. No. 7	Bidder must provide its own ASP solution. The software application should have been audited by an authorized audit agency.	In case of Eligibility, what certifications from third party will be accepted?	Please refer Corrigendum no. 1	Clause amended
	5	Page 4, point no. 3.1.2	After implementing the solution, service provider shall impart training to use the software. However, video demonstration/training manual about the product, its features and its usage may be available to the user at any time to deal with FAQs.	If the Training is expected online or onsite? If Onsite, which location and how many days?	Considering the pandemic, Online training.	No ammendment
	6	Page 4, point no. 3.1.9	The application should be able to print the invoices in the proper GST invoice format with feature of sending the same through e-mail to the designated e-mail ids	With this statement we assume MMTC plans to print invoices from our E-invoice solution? Please correct our understanding. If above statement is yes, what are the number of invoice formats to be customized as per MMTC print layouts/format.	E-invoice format as per Government	No ammendment
	7	Page 4, point no. 3.1.12	The application should prepare, file and reconcile all GST Returns as prescribed by GSTIN based upon release of API's from time to time. The application shall provide all the services so that there is no ITC loss.	We assume the preparation, filing & reconciliation will be performed by the MMTC user with the feature available on our GST compliance portal.	Yes. Proposed solution should prepare data for filing and reconciliation. Filing and reconciliation will be done by MMTC user, using the proposed solution.	No ammendment
P-10	1		Transaction involving e-invoice	What are the expected volumes		
	2		Transaction involving e-way bill	What are the current and expected volumes	As per tender. Exact bifurcation cannot be provided	No ammendment
	3		TDS Registration	How Many GSTINs are TDS registration and Count of transaction involving TDS. Is GSTR 7 also involved in scope of work		
	4		The combined transaction volume for this tender is fifty thousand transactions items per year	Bifurcation of transactions pertaining to sales and Purchase out of 50,000 transactions		
	5	Page 2, point no. 1.1.5	Service provider shall be responsible for providing processed information for back uploading the same to respective MMTC applications.	Processed information will be provided in Excel / xml format to be uploaded in MMTC application? We hope this will meet the requirement of MMTC .	Excel and/or Csv format.	No ammendment

P-11	1	Page 3, point no. 2.1 S. No. 2	"2. Bidder must have positive net worth for the last 3 financial years (2017-18, 2018-2019, 2019-2020). (Bidder to provide audited annual report/Balance Sheet for last 3 financial years).Wherever audited annual report for 2019-20 is not finalized due to Covid-19, audited report for nine month period ending December 2019 shall be submitted."	<p>We humbly request you to remove the above requirement from the eligibility criteria for the following reasons</p> <ol style="list-style-type: none"> 1.It cannot be a benchmark for judging the quality of the SaaS product. 2.It cannot be a parameter to evaluate the efficiency or the delivery of services. 3.It unreasonably filters the small and medium enterprises from even participating in the bid. Please note that most small and medium enterprises do not have a positive net worth in their initial years 4.Startup companies generally do not have a positive net worth in their initial years. Instead, they are supported by investors and thus they assist in growing rapidly with innovative products. Hence the above criterion directly takes away the opportunity from startups to participate in the tender. 5.Many PSUs do not have this requirement in their tenders. We have participated in such tenders and were able to procure the tender in our favour. The said PSUs are currently using our product and we are efficiently catering to their needs. We will provide the supporting documents such as work orders/purchase orders issued by such PSUs in our favour at the time of submission of the bid. 6.The tender document already has a requirement for submitting Performance Bank Guarantee. Hence any financial risk that MMTC may have will be satisfied by the Performance bank Guarantee that the successful bidder submits. 	Please refer Corrigendum no. 1	Clause amended
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