



CORE-1, SCOPE COMPLEX, 7 INSTITUTIONAL AREA, LODHI ROAD,
NEW DELHI - 110003

Dated: 03.10.2016

TENDER FOR ONLINE (WEB) PLATFORMS FOR SELLING OF INDIAN GOLD COINS AND OTHER PRECIOUS METAL ITEMS

Notice for Inviting Tender

Tender No: MMTC/CO/RETAIL/WEB/001/2015-16

1. Background

MMTC Limited was set up in 1963 under the Ministry of Commerce, Government of India. The Company is engaged in international and domestic trading of commodities/products like minerals, metals, precious metals, fertilizers and fertilizer raw materials, coal & hydrocarbons, agro commodities and general trade. MMTC today continues to hold its foremost position as India's largest trading company with a turnover of over Rs.18,000 Crores during FY 2014-15.

2. Scope of Work

- 2.1.** Web-platform for selling Indian Gold Coin and other MMTC precious metal items.
- 2.2.** Order Management, Payment Handling, Logistics of valuable shipment from MMTC designated site or any other places notified by MMTC with all the statutory documents accompanying the same on all India basis.

3. Duration of Work

- 3.1.** 2 Years from the date of award of Contract.

4. Earnest Money Deposit

- 4.1.** Rs.50,000/- in form of a Demand Draft/ Pay Order favoring MMTC Limited, payable at Delhi (see clause '13.8' for more details).

5. Place of Tender Submission

- 5.1.** through e-Tender on MMTC e-procurement website <https://mmtc.eproc.in>.

6. Dealing Division

GM (DRO), MMTC Limited, Jhandewalan Jewellery Complex, F-8-11 Flatted Factory Complex, Rani jhansi Road, New Delhi-110 055.

7. Last Date of Submission: 12th Oct'2016 (1430 Hours).

8. Date of Opening of Technical Bid: 12th Oct'2016 (1500 Hours).

9. Date of opening of Price Bid: 13th Oct'2016 (1430 Hrs.).

10. Qualifying Criteria

- 10.1. The bidder should be registered in India with all applicable registrations like Certificate of Incorporation, Copy of PAN, Service Tax Registration, Sales Tax Registration (CST/LST as applicable if any), Memorandum of Association, Copies of Articles of Association & Bye Laws (in case of registered firms) and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of Partnership firm) should be submitted.
- 10.2. The bidder should have a minimum of three years' experience in managing and running online platforms (or marketplace) for buying and selling.
- 10.3. The bidder should have or tied up with logistics, payment solutions and must have an online platform (or marketplace).
- 10.4. A well spread network to cater to the customers across the country.
- 10.5. The bidder should have minimum Annual audited revenues from sales of Rs. 500 Crore or more (Proof of Balance Sheet/IT return duly certified by Chartered Accountant to be submitted).
- 10.6. Should submit notarized affidavit that they have not been blacklisted or suspended by MMTC/ any other PSU/ Central or State Govt. Departments and have not been held guilty by any Court of Law for any offence involving fraud, dishonest and moral turpitude.

Supporting documents(s) are to be enclosed for all the above criteria or else bids are liable to be rejected.

11. Submission of Bids (E-Tender):

- 11.1. E-tender shall be submitted in two parts: **Technical Bid & Price Bid.**
- 11.2. **Documents to be attached with Technical Bid:**
 - 11.2.1. Duly Filled-in forms in Annexure – I, II & III.
 - 11.2.2. Earnest Money Deposit of Rs.50,000/- (Rupees Fifty Thousand Only).
- 11.3. **Documents to be enclosed with the Price Bid:**
 - 11.3.1. The “Price bid” shall contain Price Bid (showing prices quotes strictly as per the ANNEXURE –IV (of the Tender document).
- 11.4. **Technical Evaluation Criterion**
 - 11.4.1. The Bidder should fulfill the entire criterion laid out in Qualifying Criterion.
 - 11.4.2. The Bidder shall submit all the documents to be enclosed with the Technical Bid.

11.4.3. The Bidder shall submit documentary evidence in respect of all the points specified in Qualifying Criteria and also in respect of the documents to be enclosed with Technical Bid.

11.5. Submission of e-bid (s):

11.5.1. e-Tender is available on MMTC e-procurement website <https://mmtc.eproc.in> for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal <https://mmtc.eproc.in> (a one-time activity) independent of each other as detailed below.

11.5.2. **Procedure for obtaining Digital Certificate:** Bidder should obtain digital certificate to participate in the e-Tender. The procedure for obtaining Digital certificate is given in the web site <https://mmtc.eproc.in>. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

11.5.3. **Procedure for Registering in E-Procurement portal:** Bidder has to register with our E-procurement portal. For registering, please go to <https://mmtc.eproc.in> and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

11.5.4. For any assistance on e-bidding process, please contact Mr. Nimesh Kant Bhardwaj, Technical Support Engineer – email id nimesh.bhardwaj@c1india.com, mobile phone +91-9310527400 or 0120-4888888.

11.5.5. Last date for submission of e-bids is **1430 Hours on 12th Oct'2016**.

11.6. Earnest Money Deposit to be submitted in physical form and should reach MMTC office at per address given in Clause '6.1' on or before **1430 Hours, 12th Oct'2016**.

12. General Terms and Conditions:

12.1. Bidder shall not use/leak any information gathered during selling of MMTC products on its website.

12.2. All statutory taxes/TDS at the prevailing rates as applicable from time to time shall be deducted from successful bidder's bills as per rules.

12.3. The Technical/Price bid received after the due date and time of opening is liable to be rejected.

- 12.4.** The Rate should be quoted in Indian Rupees (INR) (mentioned in figures and as well as in words).
- 12.5.** The rate quoted should be inclusive of all charges but exclusive of applicable taxes/service tax etc.
- 12.6.** While quoting rates, the bidder are advised to take into account all the factors including any fluctuations in the market rates, toll charges, entry charges etc. No claim shall be entertained on the account after acceptance of the Tender or during the currency of the Contract.
- 12.7.** Before Tendering, the bidders are advised to carefully go through the terms and conditions of the Contract and the Tender Notice which forms part of the Agreement to be entered into.
- 12.8.** In the event of the bid being submitted by a firm, the Tender must be signed separately and legibly by each Partner or member of the firm or in their absence, the authorized person.

13. Earnest Money Deposit (EMD)

- 13.1.1.** Every Tender must be accompanied by a Demand Draft/ Pay Order for Rs.50,000/- drawn in favor of MMTC Limited, payable at New Delhi towards Earnest Money. This money shall not carry any interest and the money will be returned to unsuccessful bidders after finalization of the award. EMD can be deposited by a DD/Pay order from Scheduled banks.
- 13.1.2.** Bids without Earnest Money Deposit will not be accepted. EMD is to be paid either by a DD or by a Pay Order only. Payment by Cheque towards EMD is not acceptable. Any request for adjusting outstanding bill with MMTC in lieu of EMD will under no circumstances be accepted.

14. Agreement

- 14.1.** Successful bidders have to execute an Agreement on stamp paper of Rs.100/- as token of having accepted the rates, terms and conditions of this Contract and deposit the necessary Security deposit or arrange for Bank Guarantee as required, within 15 days from the date of receipt of order to execute the Contract.
- 14.2.** If a bidder withdraws its offer before finalization and execution of Agreement of its bid then the Earnest Money deposited by him is liable to be forfeited.
- 14.3.** MMTC reserves the right to accept or reject any Tender in part or full at their discretion without assigning any reason. MMTC also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
- 14.4.** The Offer should be in full conformity with the terms and condition of this Tender. No counter conditions are acceptable. Incorrect and incomplete Tenders will be rejected. Rates must be quoted in Schedule for Rate in annexure - IV.

- 14.5. Bids not submitted on the prescribed forms will be rejected.
- 14.6. The Contract shall be in force for 2 (Two) years from the date of award of Contract.
- 14.7. If a bidder deliberately gives wrong information in his bid or creates conditions favorable for the acceptance of his Tender, then MMTC reserves the right to reject such Tender at any stage.
- 14.8. If any unethical practices are adopted for securing the Contract, the Offer of such a bidder shall be rejected.
- 14.9. Non submission of required information and testimonials with the Tender may result in the Tender being not considered.
- 14.10. Any changes/corrigendum with respect to this Tender shall be notified through website (in www.mmctlimited.com & www.eprocure.gov.in). All bidders are advised to please check MMTC websites regularly for any latest amendment/corrigendum.
- 14.11. All cost incurred in connection with the submission of bids like preparation, submissions, any personal visits for seeing the location, submitting the bids personally, subsequent processing etc. shall be borne by the bidder. MMTC shall not be responsible/ liable for the same regardless of the outcome of the Tendering process.

15. Special Terms And Conditions:

- 15.1. Bidder will create an exclusive MMTC online store on its website for display and sale of products marketed by MMTC.
- 15.2. The products will also be searchable on the website through general website search apart from the exclusive link of MMTC Store.
- 15.3. Bidder shall only receive Orders for the products displayed/distributed on behalf of MMTC in the capacity of the entity that provides an access to Website, marketing, payment handling and distribution channel to the Seller.
- 15.4. At any point of time, bidder will not leave MMTC exposed to the payment of the order. Bidder will work on the any/both or combination of below mentioned methods:
 - 15.4.1. Bidder shall release payment (after deducting its commission) to MMTC just after receiving the order and before the dispatch of the product. Only after receiving the full amount of the order, MMTC shall cater to the order.
 - 15.4.2. The Bidder will provide a BG (Bank Guarantee) of Rs 1 Crore to MMTC within 15 days of award of the Tender, and MMTC will dispatch the products within the same limit. The Bidder may release payment to MMTC at its normal payment cycle which shall not exceed 10 (ten) working days of dispatch of the material by MMTC. As the MMTC is credited with the

payment of the order, the BG limit will be restored by that amount. This BG may be enhanced on mutual consent of MMTC and Bidder.

- 15.5.** Bidder shall not accept any return or cancellation of the order after dispatch of the product from the custody of MMTC.
- 15.6.** Once material is out of the MMTC premises, the bidder (or on part of its agency) will assume responsibility of the material.
- 15.7.** MMTC shall be free to launch/sell its products from one or more online marketplaces.
- 15.8.** The material will be counted and sealed/delivered in the presence of authorized officials of both MMTC and the Bidder arranged logistics at pick up.
- 15.9.** The bidder shall arrange to handover a photo identification list of their persons who will collect Gold Medallions/ Coins/ Valuable parcel from MMTC.
- 15.10.** Proof of Delivery (POD) of consignments should be given to originating location. POD should, invariably, contain the consignee signature and id number.
- 15.11.** The Bank Guarantee is liable to be invoked and amount forfeited such as to cover the MMTC exposure for any breach in the terms and conditions of the Contract.
- 15.12.** If MMTC is dissatisfied with the performance of the Bidders/Security Agency, their Contract is liable to be terminated at any of the time by giving prior written Notice of 30 days.
- 15.13.** The Contract shall remain in force for a period of two years with effect from the date of Award.

16. Insurance (if any)

- 16.1.** Insurance to be taken either by bidder or by MMTC which will be decided by MMTC.
- 16.2.** If the insurance is taken by the bidder on behalf of MMTC then bidder should give the best possible rates and should settle the claim within maximum 6 (six) month from the date of filing of the claim. The proof of Insurance/ Certificate to be submitted to MMTC.

17. Arbitration

- 17.1.1.** Any disputes 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 nominated by the Chairman & Managing Director (CMD) of MMTC Limited. The provisions of Arbitration and Conciliation Act 1996 shall apply to such Arbitration proceedings

17.1.2. The venue of Arbitration shall be New Delhi.

18. Acceptance

18.1. The Bidder has accepted & understood the terms and conditions stated above and has signed at all pages after due understanding of the same.

19. LIABILITY CLAUSE

19.1. Bidder's liability for any of its obligations after award of Contract, including without limitation liability for the loss of a shipment shall not exceed Rs.1 Crore. Bidder's liability shall commence when the shipment has been received into bidder's possession.

Signature & Seal of the Bidder
(Name in Block Letters)

Date:

Place:

TECHNICAL BID

ANNEXURE-I

(On Company Letter Head)

To
General Manager (Retail)
Precious Metal Division
MMTC Limited,
Core-1, Scope Complex,
7, Institutional Area, Lodhi Road,
New Delhi – 110003

Dear Sir,

I/we hereby offer to carry out the work of delivery of gold Medallions/ Precious Cargo from MMTC LTD., specified locations to any other places within the country and vice –versa and any place to any other place within the country as given in the scope of work.

I/we have carefully perused the following documents connected with the above mentioned work and agree to abide by the same.

1. Notice inviting Tenders.
2. General/Special Terms and conditions of Contract.
3. Details of Schedule of Rates.

I/we forward herewith a Demand Draft/ Pay order No..... Datedfor Rs.50, 000/-(Rupees fifty thousand only) towards Earnest Money which shall be refunded should this Tender is not accepted. I/We further agree to deposit the Security Deposit or Bank Guarantee as stipulated under Clause 12.9 of the Tender Notice.

I/We further agree to execute all the work referred to in the said documents as per the terms and conditions contained or referred to in Tender Notice and as per Schedule of Rates.

Signature of the Bidder with Seal

Place:

Date:

TECHNICAL BID

ANNEXURE - II

QUESTIONNAIRE

(Forming part of the Contract to be filled in by the bidder)

1.	Name (in full) under which Bidders is registered	
2.	Address of the Official premises	
3.	Telephone No./ Mobile No.	
4.	E-mail id	
5.	Registered as Pubic Ltd. Co./ Pvt. Ltd/ Partnership/ Others (Pl. Specify)	
6.	Address of Partner/ Proprietors of the bidder's firm concern and in case of companies particulars as to Manager, Managing Director, Directors or Managing Agents as the case may be.	
7.	Minimum Annual Revenues in last three financial year (pls specify)	
8.	Details of other precious metal items selling through the portal , if any (Please share the link and the sales stats of the same) (not mandatory)	

Signature & Seal of the Bidder

Place:

Date:

* Attached sheets should be duly signed by signing authority.

TECHNICAL BID

ANNEXURE - III

Qualifying Criteria

S. No.	QUALIFYING CRITERIA	Yes/No	Document enclosed (Yes/No)
1	The bidder should be registered in India. Certificate of Incorporation, Copy of PAN, Service Tax Registration, Sales Tax Registration (CST/LST as applicable if any), Memorandum of Association, Copies of Articles of Association & Bye Laws (in case of registered firms) and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of Partnership firm) should be submitted.		
2	The bidder should have a minimum of three years' experience in managing and running online platforms (or marketplace) for buying and selling		
3	The bidder should have or tied up with logistics, payment solutions and must have an online presence (or marketplace).		
4	A well spread network to cater to the customers across the country.		
5	The bidder should have minimum Annual audited revenues from sales of Rs. 500 Crore or more (Proof of Balance Sheet/IT return duly certified by Chartered Accountant to be submitted).		
6	Bidders to submit notarized Affidavit that they have not been blacklisted or suspended by MMTC/ or any other PSU/ Central or State Govt. Departments) and have not been held guilty by any Court of Law for any offence involving fraud, dishonest and moral turpitude.		

NOTE: All required supporting documents(s) are to be enclosed for above or else bids are liable to be rejected.

PRICE BID

ANNEXURE - IV

I) Schedule of Charges

A.	Commission as a percentage of Order Value	
B.	Whether any fixed part (y/n)	
C.	Fixed part Commission	

***Total commission:** (Commission as a percentage of Order Value) + (Fixed part Commission)

*this would be inclusive of all the charges including (but not limited to) marketing, order management, logistic handling, payment solutions etc.

Packaging material, if any, would be either provided by MMTC or purchased separately.

Important Note:

- i. The rate quoted should be inclusive of all charges but exclusive of applicable taxes/service tax/any statutory levies etc.
- ii. The charges quotation should be applicable for all the locations on all India Basis.

II) CRITERIA for L1 = lowest of Total Commission (calculated on Rs 15,000/- as the order value)

III) Optional (Will Not to be considered for L1 Selection)

If insurance cover is taken by Bidder then Insurance charges:.....