



Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road New Delhi – 110 003, India
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apm@mmtclimited.com

www.mmtclimited.com

NOTICE INVITING TENDER

MMTC invites bids for appointment of an agency who would execute the work related to authentication, verification of Carbon Credits and subsequent sale of CERs & VCUs. Interested agencies may submit their bids latest by **26th April 2018 at 1500 hrs.**

The complete details of the tender are available at MMTC's website www.mmtclimited.com, Govt. website <https://eprocure.gov.in> and on <https://mmtc.abcprocure.com>

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

Additional General Manager (Projects)



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NOTICE INVITING TENDER

SUBJECT: SELECTION OF CONSULTANT FOR COMPREHENSIVE TIMELY SERVICES FOR
(i) VALIDATION OF CARBON CREDITS GENERATED BETWEEN APRIL 2010 TO
DECEMBER 2017 IN COORDINATION WITH UNFCCC SECRETARIAT (ii) SALE AND
REALISATION OF ALL CREDITS BEFORE 31ST JANUARY 2019.

1. INTRODUCTION

MMTC Limited is a Government of India Enterprise functioning under the aegis of the Ministry of Commerce, Government of India. MMTC has a Wind Energy Farm consisting of 25 WEGs of 0.6 MW each at Gajendragad in the State of Karnataka.

The power project has been duly validated and registered with UNFCCC on 20.02.2009. MMTC desires to engage consultant who would get the verification of Carbon Credit by a Designated Operational Entity (DOE) for the period between April 2010 to December 2017. On conclusion of the exercise the Carbon Credits generated are to be verified and certified for commercialisation of the same. All Credits should be sold and realised on or before 31st January 2019 with assurance of fixed margin to MMTC's account.

2. OBJECTIVES

The objective of this tender is to identify and select an agency which would execute the work related to the validation of Carbon Credits generated from MMTC's Wind Energy Farm at Gajendragad by coordinating with UNFCCC as well as selling and realisation of all such Carbon Credits well before 31st January 2019.

- a) Preparation of the monitoring report as per the latest available guidelines for the verification of the registered project activity.
- b) Collection of the relevant document for the processing as per guidelines of program.

- c) Appointment of the Designated Operational Entity (DOE) to complete verification activity.
- d) Site visit by DOE for CERs issuance process.
- e) Resolution of CER's raised by the DOE as well as UNFCCC Secretariat.
- f) Submission of the project to UNFCCC Secretariat for the issuance
- g) Successful issuance of Carbon Credits.
- h) Any other works / activity required, which is not mentioned above, for issuance of Project Credits with UNFCCC.
- i) Ensuring funds realization over trade

The objective of this tender is also to identify and select an agency which would execute the work related to the sale of the CERs mentioned above as under:–

- a) Establishment of marketing material related to project
- b) Determination of potential buyer
- c) Getting due diligence of sale agreement
- d) Ensuring transfer of the Credits to the buyers' account
- e) Ensuring payment receipt in MMTC's account

3. TECHNICAL CRITERIA

- 3.1 Submission of KYC documents – printed brochure or detailed profile of the bidder alongwith address, contact number, mail id, fax number, copy of service tax registration, PAN & last three years Income Tax Return etc;
- 3.2 Bidder should be a consultancy / brokerage firm with experience in the trade of CERs and VCUs. A certificate issued by Chartered Accountant showing the volume of trade for the past 3 years may be attached in support of the experience.
- 3.3 Company / bidding firm should be at least 5 year old (documentary evidence showing registration with any Govt Agency GST registration, Registration under Shop & Establishment Act or any other Act / Law to be provided by the bidder).
- 3.4 The bidder must have been engaged preferably by at least one PSU or State Govt. Undertaking / Body for any consulting assignment.
- 3.5 EMD of Rs.1,00,000 only (Rs. One Lakh only) in the form of RTGS/DD/BG payable at New Delhi in favour of MMTC Limited which will be submitted along with Technical Bid. The EMD of unsuccessful Bidders shall be returned within a month of selection of the successful Bidder or on MMTC annulling the bidding process. The Selected Bidder's EMD shall be retained as Performance Security/ Guarantee. No interest will be payable on this amount. Any Bid not accompanied by the EMD shall be rejected, exemption for MSE's shall be provided in accordance to public procurement scheme of Govt. of India. EMD can also be remitted by RTGS/Bank transfer as below:

+

Name : MMTC Limited
Bank : STATE BANK OF INDIA, BRANCH PRAGATI
VIHAR, SCOPE COMPLEX, LODI ROAD,

NEW DELHI – 110 003

Swift Code No. : SBININBBH42

A/C No. : 52142903753

IFSC Code : SBIN0020511

MICR : 110002658

EMD should be received in MMTC bank account before 1500 hrs on 26-04-2018. The onus of ensuring receipt of funds in MMTC account before 1500 hrs on 26-04-2018 rests solely with the bidder.

- 3.6 Signed copy of tender documents as a token of acceptance of terms & conditions of the tender.
- 3.7 The Bidder should not be an entity blacklisted by any Indian govt. (A declaration as per Annex II may be submitted).
- 3.8 A Mandatory form (**Annexure –I**) to be filled up by the bidder.

4. BIDDING VARIABLE

The Bidder is required to quote Premium (Net Margin to MMTC) upon sale of Carbon Credits which is required to be verified and authenticated at their own expense. MMTC will render all assistance to the Successful Bidder for Authentication and Verification. The Bidding variable will be the Premium quoted by the Successful Bidder.

5. TIME LIMIT

The selected agency shall ensure all above tasks incl. Sale of CERs latest by 31st January 2019 failing which the EMD/Performance Guarantee may be forfeited.

6. PRICE BID

Price bid shall be in following format: – (e Tender format at **Annexure IV**)

- 6.1 All charges / expenses for the tasks as enumerated at Clause no.2 may be indicated separately; The agreed total expenses have to be adjusted / reimbursed from Sale realisation value of Carbon Credits by the Bidder and the balance net realised which has to be credited in to MMTC's account should be clearly mentioned in the quote. For submission of price bid, bidders may logon to website <https://mmtc.abcprocure.com> terms and condition for submission of price bids in electronic mode is attached.
- 6.3 Bid should be submitted in the English language.
- 6.4 DATE SHEET –

Sl No	Particulars	Date, Time, Venue
1	Last Date & Time of submission of bid	26-04-2018 / 1500 hrs IST
2	Opening of Technical bids	26-04-2018 / 1530 hrs
3	Last date of submission of	26-04-2018 at 15:00 hrs IST

	Price (online through e tender)	
4	Opening of Price Bid	27-04-2018 / 1200 hrs
5	Venue of submission of technical bid* & opening of bids	MMTC Ltd., Projects Division, Core-1, Scope Complex, 3 rd Floor, Lodi Road, New Delhi-110003.

Price bid is to be submitted online (pls refer para 11)

- 6.5 Validity of the Bid: Bid must remain valid for 30 days from the opening date After sale of carbon credit in the designated portal by bidder, the value of sale proceeds in MMTC account will be transferred to the successful bidder after adjusting the net margin/premium offered.
7. **SUBMISSION OF BID** – Technical Bid should be physical mode while Price bid should be by e-Tender.
- 7.1 Envelope No.1 superscripting as TECHNICAL BID containing the documents as per clause 3.1 to 3.8 above.
- 7.2 PRICE BID as per Annexure IV by e-Tender Mode only.
- 7.3 Envelope No.2 containing both TECHNICAL BID and PRICE BID duly completed should be superscribed as **SELECTION OF CONSULTANT FOR COMPREHENSIVE TIMELY SERVICES FOR (i) VALIDATION OF CARBON CREDITS GENERATED BETWEEN APRIL 2010 TO DECEMBER 2017 IN COORDINATION WITH UNFCCC SECRETARIAT (ii) SALE AND REALISATION OF ALL CARBON CREDITS BEFORE 31ST JANUARY 2019** addressed to Additional General Manager (Projects), MMTC Limited, **Core-1, Scope Complex, 3rd Floor, Lodi Road, New Delhi-110003** and should be deposited in the Tender Box placed in the office premises at 3rd Floor before 1500 Hrs on 27-3-2018. Bids received after the schedule date & time (see Date Sheet at sl no 6.4 above) shall not be considered for evaluation. MMTC will not be responsible for delayed delivery of courier/speed post or by any other mode.
- 7.4 The bidder/representative is also allowed to be present during opening of tender with authorization letter.
- 7.5 After acceptance of bid by MMTC, a Work Order with the terms as mentioned in the tender would be issued and acceptance obtained from the successful bidder.
8. MMTC reserves right to accept / reject any tender at any stage without assigning any reason whatsoever.

9 FRAUD PREVENTION

(A) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S):

The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) 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(s)/Contractor(s)/Buyer(s)/Vendor(S) 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(s)/Contractor(s)/Buyer(s)/Vendor(S) 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(s)/Contractor(s)/Buyer(s)/Vendor(S) 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(s)/Contractor(s) Buyer(s)/Vendor(S) 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(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(B) Disqualification from tender process and exclusion from future contracts: If the Bidder(s)/Contractor(s), 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(s)/ Contractor(s) Buyer(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(C) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

10 ARBITRATION

All disputes arising between the parties (Buyer and Seller) out of or in relation to the work order shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by CMD, MMTC. The arbitration proceeding shall be conducted in accordance with the arbitration and conciliation Act, 1996 of India. The reasoned award made in pursuance there of shall be binding on the parties, the venue of arbitration shall be New Delhi. Only the courts at New Delhi shall have the jurisdiction over the disputes in relation to and arising out of the work order.

11. **Special terms & conditions if Price bid submitted in Electronic mode:**

E-Tender is available on MMTC e-procurement website URL: – <https://mmtc.abcprocure.com/EPROC> for online bidding process. For this, Bidder is required to obtain minimum Class II 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 URL:– <https://mmtc.abcprocure.com/EPROC> (a onetime activity) independent of each other as given below.

Procedure for Obtaining Digital Certificate: The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site URL:– <https://mmtc.abcprocure.com/EPROC>. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below. Note: 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. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.

Procedure for Registering in E-Procurement portal: Further, the bidder will have to register with MMTC's E-Procurement portal. For registering, please go to URL: – <https://mmtc.abcprocure.com/EPROC> and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below. For any technical issues/difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk:

Dedicated helpdesk for MMTC		
Name	Email	Phone numbers

Mr Abhijeet Goware	abhijeet@eptl.in	91 – 9265562826
Pankesh Kumar	pankesh@eptl.in	91– 9374519729 079–40270507
Rahul Dixit	rahul.dixit@eptl.in	079 40270555

ANNEXURE -1Mandatory Information of Bidder

Company Name	:	
Registration Number	:	
Registered Address	:	
PAN NO. / TAN NO.	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

It is certified that there is no deviation in tender terms and I/we accept all the terms of this tender.

Signature of the bidder: _____

Name

Designation

Proforma of declaration regarding banning of business dealings**In case of proprietary concern**

I hereby declare that neither I in my personal name or in the name of my proprietary concern M/s Which is submitting the accompanying bid nor any other concern in which I am a proprietor nor any partnership firm in which I am or was involved as partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".)

I hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the partner.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

In case of partnership firm

We hereby declare that neither we, M/s Which is submitting the accompanying bid nor any partner are involved in the management of said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".)

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner of any firm

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

In case of Company

We hereby declare that we, M/s are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL").

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the us

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

It is understood that if this declaration is found to be false, MMTC shall have the right to reject my / our bid and if the bid has been resulted in contract, the contract is liable to be terminated.

Place

Signature of bidder

Date

Name & Designation of the signatory.

PROFORMA FOR BANK GUARANTEE FOR EMD

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

Bank Guarantee No. _____

Date _____

REF No.

MMTC LIMITED,
Core -1, Scope Complex,
7, Institutional area,
Lodi Road,
New Delhi-110 003.

Sir,

WHEREAS, MMTC LIMITED, Core 1, SCOPE Complex, 7 Lodhi Road, NEW DELHI-110 003, India, (hereinafter referred to as MMTC) has invited bids vide tender no. MMTC/PROJECTS/WIND ENERGY /CR/2017-18 dated 5TH March 2018 for selection of agency for Authentication, Verification and Sale of all CERs.

1. WHEREAS, the said Invitation to Bid requires that any eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to INR 1,00,000 only (Rs. One Lakh only) in favour of MMTC, New Delhi in the form of a Bank Guarantee of INR 1,00,000 only with a validity **upto 31st March 2019.**

2. AND WHEREAS at the request of M/s. _____ (Name & address of the Bidder) we _____ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, New Delhi up to and not exceeding the sum of INR 1,00,000/-only (Rs. One Lakh only) with a validity **upto 31st March 2019)** and that the Bidder M/s. _____:-

- a) Shall keep their offer firm and valid for acceptance by MMTC as per tender against which offer is made.
- b) Shall sign the sale contract forwarded by MMTC within three calendar working days.
- c) Shall in the event of the offer being accepted by MMTC, MMTC shall have the right to use this BG as Performance Guarantee.

- d) Shall further ensure for Authentication, Verification and Sale of all CERs on behalf of MMTC latest by 31st January 2019.
- e) Shall keep this guarantee valid till work is completed to the satisfaction of MMTC.
- f) Any other conditions as stipulated by MMTC from time to time.
3. We _____ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, New Delhi, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of INR 1,00,000 /- only (Rs. One Lakh only). This Bank further agrees that the decision of MMTC as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.
4. We _____ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of INR 1,00,000/- only (Rs. One Lakh only) without any demur, delay, protest and without any reference or recourse to M/s. _____ (Bidder) notwithstanding any dispute raised by _____ (Bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
5. The payment shall be made to MMTC, New Delhi across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
6. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to INR 1,00,000 (Rs. One Lakh only) only.
7. Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.
8. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. _____ (Bidder).
9. The liability of this bank shall discharge upon receipt of _____ only by MMTC.
10. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially upto 31st March 2019) and that the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of MMTC in writing.
11. This Guarantee is governed by the Laws of India and comes into force forthwith.
12. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by the Bank.
13. BG issuing bank has the option to issue BG through SFMS. Detail of MMTC's Banker:

Name : MMTC Limited
Bank : STATE BANK OF INDIA, BRANCH PRAGATI VIHAR, SCOPE COMPLEX,
LODI ROAD, NEW DELHI – 110 003
Swift Code No. : SBININBBH42
IFSC Code : SBIN0020511
MICR : 110002658
Signature: _____
Name and code: _____
Designation: _____ Seal of the Bank: _____

<u>BANK GUARANTEE – EMD</u>		
With validity upto	:	upto 31 st March 2019

Annexure IV

Tender No. : MMTC/PROJECTS/WIND ENERGY/CR/2017-18 dated 06th March, 2018

Price Bid

(To be completed by bidder and submitted online before 1500 Hrs IST on 27-03-2018)

Name of the Bidder: _____

Address: _____

Contact Person: _____

Tel No. _____ Fax No. _____

Our price bid offer is as under:

Bidding Variable	Value in Rupees
Net premium (Margin) offered to MMTC upon sale of Carbon credit after verification and authentication of approximately 175233 units (April 2010 to December 2017)	

1. We confirm that all expenses for above verification/authentication of carbon units and subsequent sale of such authenticated credits will be borne by us at our own costs.
2. We confirm our willingness to complete the above verification, authentication of carbon units and subsequent sale of carbon credit before 31.01.2019.

We confirm that all other terms including validity of our bids are as per tender and there is no deviation to the tender terms

Name _____

Designation _____

Signature of the Bidder _____