

Tender for engaging Audit/Accounting/Consultancy firm for conducting of Forensic Review of MTPL's Defaults

Tender no. MMTC/MTPL/FR/2023-24/01

Date: 04.10.2023

Tender Closing time & date: 12:00 hrs. on 12.10.2023

MMTC invites applications from Audit/Accounting/Consultancy firms from India for conducting of forensic review of MTPL, Singapore as per the details below :

MMTC Transnational Pte. Ltd (UEN: 199407265M), also known as MTPL, is a Singapore incorporated company which principally trades in commodities. MTPL is a wholly owned subsidiary of MMTC Ltd. and located at 3 Raffles Place #08-01 Bharat Building, Singapore 048617.

MTPL has defaulted in making payment to its creditors and one of the creditors has initiated the process of Liquidation and winding up as per Singapore Law. The next Liquidation Hearing is likely to be scheduled on 27.10.2023.

1. Brief Scope of Work :

Forensic Review of all business transactions for the period from 1st April 2022, till date, including flow of business and funds and related frauds. It is for information that there are approximately 160 (One hundred sixty) trade transactions during the aforesaid period. Turnover of MTPL during FY 2022-23 was US\$ 405 million (approx.)

2. Terms and conditions for Bidders :

- a) Tender closing date and time: 12:00 hrs. on 12.10.2023
- b) Date and time for opening of Technical Bids : 12:30 hrs. on 12.10.2023
- c) Tender to be submitted in e-tender platform <https://mmtc.abcprocure.com/EPROC/>. The physical copy of Technical-Bid to be submitted in sealed envelope at MMTC Limited (Room No. 313), Core 1, SCOPE Complex, Lodhi Road, New Delhi -110003. In no case, price bid is to be submitted physically.
- d) Location of Audit: MTPL, 3 Raffles Place #08-01 Bharat Building, Singapore 048617
- e) The Indian Bidder must have experience of executing at least one similar kind of Forensic Review in each of the last three years from the date of opening of tender in India, out of which one such work should have been carried out on behalf of PSU/Banks/Central Govt./ State Government/ Enforcement Agencies of India like CBI, ED, SFIO etc /large Corporate (with annual turnover of atleast Rs 3000 Crs). Bidder is required to submit documentary evidence to this effect.
- f) Bidders participating in the tender process must have office in both India and Singapore. The two offices or companies must :
 - share a common parent company or are subsidiaries of the same parent company.
 - or
 - have relationship where one company owns a significant portion of another company, to the tune of minimum 26% of equity.
 - or
 - be a Global Member Firm. Global firm should have firms in India and Singapore.To substantiate above, the Bidder should furnish documentary evidence to support their claim for eligibility for Indian and Singapore offices.
- g) Visa will have to be obtained by Successful bidder themself.

- h) The annual turnover of bidders in the field of forensic analysis or forensic audit shall be not less than average of Rs 3.0 crore in the two preceding financial year i.e. FY 2021-22 and FY 2022-23. In support of this, the bidder is required to furnish Auditor's Certificate from their Statutory Auditors.
- i) Work order will be placed on Indian office of L1 bidder.
- j) Successful Bidder to complete the Forensic Audit within 45 days from the date of issuance of Work Order. While all possible efforts shall be made to place Work Order on Successful Bidder by 17.10.2023, onsite work (at MTPL, Singapore) is required to be completed earliest by 27.10.2023 (in view of the outcome of the Liquidation hearing scheduled on 27.10.2023 & further extension may depend on the outcome of the hearing). If required MTPL, Singapore office shall be made accessible on Saturday and Sunday as well.
- k) Final report to be submitted in Physical form (Six copies) as well as a Soft copy.
- l) Bidder to quote all inclusive lumpsum price in INR, applicable taxes as per actual.
- m) MMTC reserves the right to accept or reject the bid without assigning any reason thereof.
- n) In case of breach of any of the above mentioned conditions, MMTC reserve the rights to terminate the work order without assigning any reason/notice thereof.

3. Details of Scope of Work:

- a) Determine if any indications of financial irregularities or falsification of accounts exist.
- b) Determine the nature of such improprieties and/or irregularities; identify the person(s) involved and the modus operandi adopted.
- c) Forensic imaging procedures on employee's desktop / laptop and preserve the data;
- d) Process imaged data extracted from the hard disk and undertake review procedures of the digitally stored data;
- e) Attempt to recover the deleted files, to the extent of data available, from the imaged electronic device and structure / index the data retrieved from the device; and
- f) Conduct analysis of the processed data (user file analysis, emails and any deleted data) to identify any suspicious dealings of employees or any other malpractices and gather evidence for modus operandi, if any.
- g) Review operations to identify if there are instances that may have resulted in financial loss to the company.
- h) Determine the amounts receivable and payable from/to buyers/suppliers/banks.
- i) Review of Compliance with Delegation of Power (DoP). Conduct of business as per DoP.
- j) KYC conduct of covering the business and financial risk.
- k) Deviation in trade terms and financial policies compared to the DoP.
- l) Conduct of purchase and sales as per DoP.

3.1 Review of Financial and Accounting Irregularities

Conduct a forensic review of the financial, accounting and other records and documentation (to the extent provided) during the review period, to identify instances or irregularities and potential falsification of accounts, if any. Any e-discovery should be from licensed software/tools only. The review to cover the following areas:

3.2 Review of procurement, sales and receivables:

- Reviewing sales and debtors including sales transactions/ customer/supplier ledger and customer/supplier confirmations as required.
- Comprehensive analysis of receivables to verify the validity of debtors/ advances.
- Commentary on transaction of substantial amount, which seems not to be normal trade transaction at arm's length or between related parties.
- Undertake end-to-end backup document review procedures for identified transactions and identify evidence of unauthorized transaction, preferential clauses in contracts or any other irregularity of any kind indicating personal profiteering.

3.3 Bank Statement/ Bank Book Analysis:

- Review and analyse bank statements and bank book of Company to identify major inflow and outflow from / to parties and identify suspicious transactions.
- Trailing of funds and ascertain the end use of the funds raised by the company from banks vis-à-vis the business activities and purpose for which fund or credit was obtained.
- Identification of diversion/siphoning of funds as per above analysis.
- Review remittances to the suppliers to identify deviations if any.

3.4 Review of expenses accounts:

Review of expenses in connection with purchase/ sales transactions and administrative expenses.

4. Key Deliverables: For ensuring transparency and reproducibility, maintaining the integrity of the evidence, and supporting legal or administrative proceedings. Following are the expected deliverables from the agency appointed for undertaking forensic review:

- a) **Forensic Report:** Report providing comprehensive overview of the forensic review including but not limited to methodology used, findings, analysis, conclusions, recommendations and timeline of events and relevant evidence. The results of data analysis, examinations of financial records, computer systems, or other relevant data should be presented clearly and in a way that supports the findings and conclusions. The report should be conclusive.
- b) **Evidence Inventory:** A detailed list of all evidence collected during the review, along with its source, chain of custody, and relevance to the investigation. This helps ensure the integrity of the evidence.
- c) **Digital Evidence:** The successful bidder shall ensure that the evidentiary value of the devices/data imaged/seized/backed up is protected as per Indian Evidence Act, 1872 and any other laws in place with regard to digital evidence and shall provide necessary certificate/documents as mandated by law to that effect. The Successful bidder shall also provide the certificate for admissibility of electronic records/data under section 65B of Indian Evidence Act, 1872.
- d) **Expert Witness Testimony:** The forensic investigator may be required to provide expert testimony in court. Documentation of their qualifications and a summary of their expected testimony may be part of the deliverables.
- e) **Presentation:** The forensic investigator needs to present their findings to MMTC's legal team, or other stakeholders. A presentation summarizing the key findings and recommendations will be part of the deliverables.
- f) **Confidentiality and Security Measures:** Sensitive or confidential information if handled during the review, undertaking for having taken security measures taken to protect information should be included.

5. Earnest Money Deposit (EMD) :

An amount of Rs. 5,00,000 (Rupees Five Lakhs) as EMD to be deposited by bidder alongwith Bid in MMTC's bank account through online gateway provided on e-portal.

EMD furnished by all unsuccessful bidders shall be returned to them without any interest whatsoever at the earliest after expiry of the final tender validity period. EMD for the successful bidder shall be adjusted against Performance Bank Guarantee.

6. Performance Guarantee (PG) :

The EMD amount of the successful bidder shall be adjusted against Performance Guarantee. Successful bidder to submit 10% (Ten percent) of the bid value towards performance guarantee. PG to be valid for six months from the date of Work Order.

Successful Bidder to furnish performance Guarantee through online transfer (after adjusting EMD) in MMTC's Bank account or in form of Bank Draft, Banker's Cheque or Bank Transfer to MMTC's Bank Account. Performance Guarantee shall be returned to Successful Bidder after satisfactory completion of Work Order without any interest.

7. Payment Terms :

Payment to be released against Tax Invoice at the following stages:

- **First Payment:** 25% payment to be released as mobilisation fund (if required) against BG equivalent to 25% of Bid value, payable at the counters of any scheduled bank in India.
- **Second Payment:** 25% payment to be released after completion of Forensic Imaging Procedure at Singapore or 50% to be released in case bidder doesn't require the mobilisation fund.
- **Final Payment:** Balance 50% to be released against submission of final report.

Note that TDS will be deducted as per Indian law.

After submission of Final Report, in case forensic investigator is required to provide expert testimony in court or with enforcement agency at India or Singapore, TA/ DA as applicable to officer of the rank of DGM, MMTC shall be admissible by MMTC.

In case, the final report is delayed beyond the stipulated time frame, penalty at the rate @5% per week or part thereof of contracted price upto a maximum limit of 20% would be deducted from the final payment.

In the event of termination of contract, the Forensic Auditor shall promptly provide MMTC with a final report of findings and works completed up to the termination date, subject to any applicable limitations and return any documents, materials, or evidence obtained from MTPL promptly.

8. Evaluation Criteria :

Bids are to be submitted in two bid system – **Technical Bid** and **Price Bid**. Techno Commercial Qualified offers of Prospective Bidders will only be evaluated. The bidders are required to furnish following documents in **Technical Bid**.

- a) The bidder shall provide an undertaking, that they have examined and understood the tender document, including amendments, if any, and agree to abide by to all terms and conditions. In case, if any of the terms of this tender is not acceptable to bidder, a deviation statement must be submitted along with tender document otherwise a NIL Deviation letter is to be provided with bid document.
- b) Documentary evidence of having undertaken Forensic Review in each of the last three years from the date of opening of tender, out of which one such work should have been carried out on behalf of PSU/Banks/Central Govt./ State Government/ Enforcement Agencies of India like CBI, ED, SFIO etc /large Corporate (with annual turnover of atleast Rs 3000 Crs).
- c) Documentary evidence of having an Office in India and Singapore.
- d) Proof of having furnished EMD as per tender terms.
- e) The bidder shall submit a certificate of authority and/or any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract.
- f) Duly filled **Annexure- A** as provided with the tender document.
- g) Duly filled **Annexure-B** as provided with the tender document.
- h) Any other document that bidder may like to furnish in support of eligibility.

The above documents for Technical Bids are also required to be furnished in physical form in the tender Box. The price bid should be furnished in online mode only. In no case, price bid should be furnished in physical form in Tender Box.

The Tender Evaluating Committee appointed by MMTC/ or a Committee appointed for bid evaluation will open all Technical Bids in the first instance on the appointed date, time and venue.

No bidder shall contact MMTC on any matter relating to their bid from the time of the bid opening to the time of issuance of Work Order. All bidders are strongly advised to furnish all material information in the bid itself.

During the evaluation of the bids, MMTC may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and response shall be in writing.

9. Confidentiality:

The Parties shall treat the terms and conditions of this contract as confidential and proprietary information during the validity of contract and two years after the completion or termination of the contract. Neither Party shall disclose any such information to any third party without the other Party's prior written consent, which consent shall not be unreasonably withheld; provided, however, that no such consent shall be needed where such disclosure (i) is required by law, regulation, or regulatory agencies having jurisdiction over one of the Parties or (ii) is made in connection with a Party's assertion of a claim or defense in a legal proceeding, and that in either of these events, the Party intending to make such disclosure shall advise the other Party in advance and cooperate to minimize the disclosure of any such information.

10. INDEMNITY :

The bidder undertakes to indemnify and at all times keep MMTC indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the agency in the discharge of the obligation under this tender/contract, including but not limited to the claims and any other circumstances. In case, bidder fails / has failed to deliver service as per terms and condition set out in tender/agreement/contract or if MMTC at its sole discretion considers that the bidder is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this contract/agreement and procure the scope of work done at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this contract. **However, the liability under the indemnity is limited upto the value of Contract.**

11. ARBITRATION:

All disputes or differences whatsoever arising under or out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of arbitration of Indian Council of Arbitration as amended from time to time, and the award made in pursuance thereof shall be binding on the parties. The governing law shall be laws of India. The venue and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.

11. FORCE MAJEURE:

a. 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, civil commotions, sabotage, quarantine restrictions, acts of God and acts of Government (including but not restricted to prohibition of exports or import), fires, floods, explosions, epidemics, strikes, embargoes, then the date of fulfillment of engagement shall be postponed during the time when such circumstances are operative.

b. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.

c. If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract by giving written notice to the other party in which case neither party shall have the right to claim eventual damages.

d. The party which is unable to fulfill its engagements under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party in writing of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by a Chamber of Commerce in the country of Seller or the Buyer shall be sufficient proof of the existence of the above circumstances and their duration.

12. FRAUD PREVENTION:

(1) 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 part 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.

(2) 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.

(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause(2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank

13. 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.

14. INFORMATION AND INSTRUCTION FOR BIDDERS:

The bidder shall provide an undertaking, duly signed and stamped by its authorized officer, that they have examined and understood the tender document, including amendments, if any, and agree to abide by to all terms and conditions. In case, if any of the terms of this tender is not acceptable to bidder, a deviation statement must be submitted along with tender document otherwise a NIL Deviation letter is to be provided with bid document.

PROCEDURE & HELP TO SUBMIT E- BID

1. The bidders shall submit the tender in E-mode only. Self certified scanned copies of technical bid documents are required to be furnished through e-mode in the TECHNICAL BID.

The Financial bid shall also be submitted in the prescribed format in the e-mode only. Offers to be submitted online on MMTC's e-procurement portal <https://mmtc.abcprocure.com> against the respective tender along with scanned copy of duly signed and stamped offer on letter head.

2. 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.

3. Bidders are required to register on the e-procurement portal url:- <https://mmtc.abcprocure.com>. The bidder should have a valid User Id to access e-Procurement portal of MMTC.

4. Bidders are advised to print and save bid submission receipt after submission of bids.

5. For more details, vendors are requested to download the document of "Minimum System Requirement" from the home page of <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.

6. Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

7. 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.

8. For any technical issues/difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk.

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.

For any clarification please contact Mr. Abhay Kumar, GM, Mobile- 9650111299 email: abhay@mmtclimited.com or Mr. Achal Meena, Sr. Manager, Mobile-9650959840 email: achalmeena@mmtclimited.com or Mr. Jyoti Prakash, AGM (F&A) Mobile: 9810675862 email: jprakash@mmtclimited.com

Thanking you,
Yours faithfully,

For MMTC Ltd.,

Abhay Kumar
General Manager (Marketing)

Profile of Organization

S.no.	Particulars	Details
1	Name of the Firm	
2	Permanent Account Number/ TIN (enclose copy)	
3	Service Tax Registration number	
4	Name of Partners / Directors	
5	Name of Authorized Signatory	
6	Full address of Company with email address, telephone no and mobile no. of authorized person.	
7	Bank Account Details for refund of EMD along with a copy of Cancelled Cheque.	

Yours Faithfully,

(Signature of Authorized Signatory)

(Name of Authorized Signatory)

Enclosed :

1. Copy of Cancelled Cheque
2. Copy of PAN

Proforma of declaration regarding blacklisting or 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 **blacklisted or** banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU or Central/State agency 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 **blacklisting or** banning business dealings or the following action for **blacklisting or** banning business dealings 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 blacklisting or banning the business dealings	Period for which blacklisted or 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 **blacklisted or** banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU or Central/State agency 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 **blacklisting or** banning business dealings or the following action for **blacklisting or** banning business dealings 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 blacklisting or banning the business dealings	Period for which blacklisted or business dealing has been banned	Present Status

In case of Company

We hereby declare that we, M/s are not currently **blacklisted or** banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU or Central/State agency 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 **blacklisting or** banning business dealings or the following action for **blacklisting or** banning business dealings has been taken against the us.

No & date of show cause notice or notice of blacklisting or banning the business dealings	Period for which blacklisted or 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
Date

Signature of bidder
Name & Designation of the signatory.