

Tender for
**“Appointment of Loan Restructuring
Consultant”**



Tender No.: MMTC/CO/BNK/2020-21/01
Dated 26/10/2020

Last date for submission: 05-11-2020 at 1500 Hrs.

DGM (Banking)
MMTC Limited,
CORE-1, SCOPE Complex,
7, Institutional Area, Lodhi Road
New Delhi - 110003, India
Tel. No. 011-24381325 / +91-9810438052
e.mail: pksiddharth@mmtclimited.com

**TENDER DOCUMENT FOR
APPOINTMENT OF LOAN RESTRUCTURING CONSULTANT AT NEW DELHI**

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NIT No. : MMTC/CO/BNK/2020-21/01 dated: 26/10/2020

Sealed tenders are invited for the following job/ services in MMTC Limited, New Delhi.

Job/Services: Appointment of Loan Restructuring Consultant on contractual basis.

Start date and time for submission of bids	1500 Hrs. on 26-10-2020
Last date and time for submission of bids	1500 Hrs. on 05-11-2020
Date and Time of opening of technical bids	1530 Hrs. on 05-11-2020
Date and Time of opening Price Bid	Successful Technical Bidders will be informed separately
Venue for opening of Tender	MMTC Limited, Core 1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003.

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

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

Earnest Money Deposit (EMD): Rs. 50,000/- (Rupees fifty thousand only) in form of DD/Pay Order in favour of 'MMTC Limited' payable at New Delhi or e-payment to MMTC Limited to the following bank account:

Beneficiary Name: MMTC Limited
HDFC Bank, Surya Kiran – KG Marg, New Delhi
IFSC Code : HDFC0000003 A/c. No. : 00030110000359

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

Please go through the tender document along with Bid Evaluation Criteria. Bids complete in all respects must reach on or before the above mentioned date & time.

Bids shall be valid for minimum 2 months from the date of opening of bid. Bids received through Fax/E-mail will not be acceptable.

Bidder(s) desirous of attending the tender opening may depute their authorized representative on the scheduled date and time of bid opening.

MMTC Limited reserves the right to accept or reject any or all tenders received at its absolute discretion without assigning any reason whatsoever.

1. Notice Inviting Bid

Subject: Appointment of Loan Restructuring Consultant at MMTC Ltd, New Delhi

Dear Sir/Madam,

MMTC Limited, a listed public sector enterprise functioning under the aegis of the Ministry of Commerce, Government of India is engaged in the field of international trading of minerals, agro products, precious metals, non-ferrous metals, coal & hydrocarbon, fertilizers etc. Established in 1963, MMTC is a leading international trading company of India with a turnover of above Rs. 25,000 Crs.

MMTC is the first Public Sector Enterprise to be accorded the status of "FIVE STAR EXPORT HOUSE" by Government of India for long standing contribution to exports.

MMTC continues as the canalized agency for export of Iron ore, Manganese ore & Chrome ore. MMTC is also one of the three canalizing agencies for import of urea. Presently, MMTC is one of the nominated agencies for import of gold and silver.

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

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

Its vast international trade network, which includes a wholly owned subsidiary in Singapore covers almost all countries in Asia, Europe, Africa, America etc. giving MMTC global market coverage.

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

Global economy has taken a big hit due to Covid-19 pandemic. MMTC Limited is also badly affected by the same resulting in negative impact on already stressed cash flows of the company. Therefore, the company is finding it difficult to fulfill commitment made to lenders. Meanwhile, RBI has issued guidelines vide circular no. BP.BC/3/21.04.048/2020-21 dated 06/08/2020 in respect of 'Resolution Framework for Covid-19 related Stress' to mitigate the impact of Covid-19 on borrowers. The company intends to opt for 'Resolution Framework for Covid-19 related Stress' to tide over this uncertain situation created by Covid-19 pandemic for financial exposures of around Rs.2400 Crs. Therefore, MMTC invites offers in two part bid system (technical & price) for Appointment of Loan Restructuring Consultant purely on contractual basis.

2. Salient features of tender document

Start date and time of submission of Bids	1500 Hrs. on 26/10/2020
Pre-Bid Conference	1500 Hrs. on 02/11/2020
Last date for queries submission by mail for Pre-Bid Conference	1400 Hrs. on 30/10/2020
Last date and time of submission of Bids	1500 Hrs. on 05/11/2020
Mode of submission- Technical Bid	Physical Mode - Bidders to drop the sealed tender in the Tender Box placed at following address: MMTC Limited, Ground Floor (Reception), Core-1, SCOPE Complex, 7- Institutional Area, Lodhi Road, New Delhi-110 003
Mode of submission- Price Bid	Price Bid to be submitted in electronic mode through MMTC e-tender portal https://mmtc.abcprocure.com Further details are given in tender document.
Opening of Technical bids	1530 Hrs. on 05/11/2020
Opening of Price Bid	Bidders qualified for opening of their price bids shall be informed about the date of price bid opening at later stage.

3. Scope of Work

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

- a. To prepare resolution plan (RP) to be submitted to lenders after detailed study of MMTC financials and operations
- b. To calculate all relevant ratios to be submitted along with RP
- c. To help company in preparing projected financials for RP
- d. To follow-up & communicate with all the lenders for approval/invocation of RP
- e. To reply & provide information to lenders in respect of RP
- f. To get RP vetted by RBI expert committee, if required
- g. To get RP independently credit evaluated by two credit rating agencies (CRAs)
- h. To get invoked/approved RP from the lenders
- i. To get ICA (Inter Creditor Agreement) signed by all the lenders
- j. To get implemented approved/invoked RP
- k. To support company in getting additional funding under resolution framework
- l. To advise company post-implementation of RP from time to time for compliance of terms & conditions of RP & ICA
- m. Any other work assigned time to time related to loan restructuring till acceptance of RP & ICA by lenders
- n. The consultant will visit, as & when required, at the Company's registered office at Lodhi Road, New Delhi till completion of loan restructuring

4. Eligibility Criteria

Partnership firm / LLP / Company having an office in Delhi-NCR and fulfilling below criteria:

S. No.	Eligibility Criteria	Docs to be submitted in support of eligibility criteria
1	Minimum 10 years' professional experience	Incorporation Certificate (Completed years as on 31/10/2020 from the date of incorporation, will be counted) Note – Supporting document(s) must be attested by independent chartered accountant.
2	Minimum gross revenue from consultancy services of Rs.1 (one) Cr in any one FY out of FYs 2017-18 / 2018-19 / 2019-20	Certified / Audited Financial Statements for the relevant year Note – Supporting document(s) must be attested by independent chartered accountant.
3	Handled successfully atleast one single transaction of loan restructuring of Rs. 500 Crs or more during the period 01/04/2015 to 25/10/2020	Certificate from Client (Proforma annexed at Form– D) Note – Supporting document(s) must be attested by independent chartered accountant.

5. Selection Process

The final bidder will be selected on L-1 (financial bid) basis and financial bid of only successful technical bidders would be opened & considered.

6. General terms and conditions

- Bidder shall, as part of their bid, submit a written Authorization Letter as per specified Form in tender from Partner/Director if the signatory is other than Partner/Director.
- Bidder shall ensure that there should not be any conflict of interest for their carrying out this assignment.
- Bidder shall not be under liquidation, court receivership or similar proceedings.
- Bidding documents shall at all times remain the exclusive property of the MMTC.
- Bidder may note that Bid shall be submitted on the basis of “ZERO DEVIATION” and shall be in full compliance to the requirements of Tender Document, failing which bid shall be considered as nonresponsive and may be liable for rejection.

- f. MMTC shall not be responsible for any expense incurred by bidders in connection with the preparation and delivery of their bids, site visit, participating in the discussion and other expenses incurred or after during the bidding process.
- g. MMTC reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract without assigning any reason whatsoever, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the said action.
- h. Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- i. In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such Bidder will be debarred from bidding in future.
- j. The Bidder shall not sublet, transfer or assign the contract or any part thereof to any other person / firm / consulting company/organization.
- k. The Bidder shall quote in Indian Rupees.
- l. The Bidder is expected to examine the Tender Document, including all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required as per the Tender Document may result in the rejection of the Bid.
- m. Clarification, if any, in respect of this tender can be obtained from DGM (Banking), mail: pkreddharth@mmtclimited.com. The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible. Any modification of the Tender Document, which may become necessary as a result of the Bidders query, shall be uploaded in the above mentioned websites through the issue of an Addendum/ Amendment.

7. Earnest Money Deposit (EMD):

- a. EMD of Rs. 50,000/- (Rupees Fifty thousand Only) in the form of Pay Order (PO) or Demand Draft (DD) in favour of MMTC Limited, payable at New Delhi, to be submitted **along with Technical Bid**. Without EMD, tender will not be accepted.

EMD can also be deposited through e-payment to the below mentioned bank account (on or before one day prior to last date for submission of bids). **Proof of e-payment must be submitted alongwith Technical Bid.**

Beneficiary Name: MMTC Limited
HDFC Bank, Surya Kiran – KG Marg, New Delhi
IFSC Code : HDFC00000003
A/c. No. : 00030110000359

- b. EMD of the bidder will be forfeited if, after opening of the tender, the bidder revokes tender within the validity period or modifies bid.
- c. EMD will be refunded to unsuccessful bidders.
- d. EMD shall not carry any interest.

8. Performance Guarantee

- a. The EMD of successful bidder will be converted into Performance Guarantee (PG).
- b. The quantum of Performance Guarantee will be equivalent to 10 % of total financial bid or EMD amount, whichever is higher.
- c. If EMD falls short of PG amount, then shortfall amount will be collected from the bidder.
- d. MMTC reserves the right to forfeit the PG in case of services of bidder found unsatisfactory or failed to submit resolution plan to lenders in time. MMTC's decision, in this regard, will be final and binding.

9. Making and submission of bids

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

PART – I : Technical Bid

PART - II : Price Bid

PART- I: Technical Bid

- a. Technical Bid shall be submitted in **physical mode only**. The envelope containing the Technical Bid shall be super scribed with “**Tender for Appointment of Loan Restructuring Consultant**” and shall be dropped **only in the Tender Box** placed at Reception of MMTC Limited, Core-1, SCOPE Complex, Lodhi Road, New Delhi – 110003. If the envelope is not dropped in tender box properly sealed and marked, MMTC will assume no responsibility for the misplacement or premature opening of the bid.
- b. Bid documents containing the following must be bound, indexed, completely page numbered and arranged in the order:
 - i. Covering letter of Bid on Bidder's letter head as per **Form-A**.
 - ii. Bidder General Information as per **Form-B**.
 - iii. Certified / Audited Financial Statements as per eligibility clause as **Form-C**.
 - iv. Certificate from Client relating to relevant qualification to be submitted as per **Form-D**.
 - v. Bidder's Brief Profile (**Form-E**)
 - vi. Bidder's Bank Account details as per **Form-F**.
 - vii. Declaration & compliance to Bid requirement as per **Form-G**.
 - viii. Authorization Letter, wherever applicable, in favor of signatory(ies) of the bid

as per **Form-H**.

- ix. Index of the Tender Document and subsequent Amendments / Addendums to the Tender Document duly signed and stamped by the Bidder in token of having received and read all parts of the Tender Document having accepted and considered the same in preparing and submitting the Bid.
- x. Any other information required in the Tender Documents or considered relevant by the bidder.
- xi. All documents furnished by the Bidder as per the requirement of Technical Bid Evaluation Criteria shall be signed and stamped by the bidder or authorized signatory of bidder.

PART - II - PRICE BID

- a. The Price Bid shall be submitted in **electronic mode only** through MMTC E-Tendering portal <https://mmtc.abcprocure.com> as per **Form-I (scanned copy)** provided in the Tender Document.
- b. The bidder shall have valid Class III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licensed Certifying Authorities in India. The details of the Licensed CAs are available on www.cca.gov.in wherein the details have been mentioned.
- c. The bidders are requested to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction of MMTC. After successful submission of registration details, please contact M/s E- Procurement Technologies Limited (EPTL) (as given below), to get your registration accepted/activated.

Mr.Himanshu (Dedicated Helpdesk for MMTC)	+91 9265562826	delhi.support@eptl.in
Mr Nikhil Khala Technical Assistance for e-tender and e-Auction services	+91 93745 19729	nikhil@eptl.in

- d. For minimum system requirements, bidders should refer to home page of <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement.
- e. Bidder(s) are advised to print and save bid submission receipt on submission of bids.
- f. No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the price bid. Any conditions, if stipulated, shall be treated as null and void and shall render the bid liable for rejection.

- g. Unless stated otherwise in the Tender Documents, the Contract shall be for the total works as described in Tender Document.
- h. Bidder shall quote the lump sum price after careful analysis of cost involved for the performance of the complete work considering all parts of the Tender Document.
- i. The quoted price shall be deemed to be all inclusive **except applicable GST** till the completion of the work. It is clearly understood that MMTC will not have any additional liability towards payment of any Taxes & Duties except applicable GST leviable on total quoted price.
- j. Alternative / conditional bids shall not be considered.
- k. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- l. Price shall be quoted in figures as well as in words. If some discrepancies are found between the price given in words and figures, the price quoted in words shall be taken as correct.
- m. MMTC Limited may, at any point of time, terminate the tender process and/or engagement of consultant.

10. Pre-Bid Conference

A pre-bid conference will be organized on 02/11/2020 at 15.00 Hrs at Scope complex, 6th floor, Core-1, Lodhi Road, New Delhi-110003 to address any queries of bidders (The company shall try to have virtual participation of those bidders who do not want to attend physically, they may send their request on given mail id). Bidders are requested to forward their queries by mail on or before 30/10/2020 (2PM).

11. Bid Validity

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

12. Bid opening

- a. MMTC will open the technical bids in the presence of Bidders' designated representatives at date & time as stipulated in "Salient features of Tender

Document”. The Bidder’s representatives who are present shall sign bid-opening statement evidencing their attendance.

- b. Price bid of only those bidders whose bids are determined to be technically qualified shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening. During price bid opening total price as quoted by the bidders shall be read out.

13. Evaluation of Technical bids

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

14. Payment terms

- a. 5% of contract value will be released after preparation of resolution plan to the satisfaction of MMTC & lenders.
- b. 15% of contract value will be released after successful invocation/approval of resolution plan by the lenders.
- c. 70% of contract value will be released after successful completion/implementation of RP & ICA to the satisfaction of MMTC & lenders.
- d. Balance 10% of contract value will be released on compliance of terms & conditions of RP & ICA.
- e. Payment towards fees will be made after receipt of invoice & after successful rendering of service. While making the payments any applicable deductions will be made by MMTC.

15. Notification of award

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

16. Agreement

- a. The successful Bidder shall execute a formal agreement with Confidentially Clause within specified period from the date of issue of Letter of Award on a non-judicial stamp paper, purchased from Delhi of applicable value. The cost of non-judicial stamp paper shall be borne by the successful Bidder.
- b. The following documents shall be integral part of agreement:
 - i. Original Tender Document along with its enclosures including any Amendment /Corrigendum to original Tender Document.
 - ii. Letter of Award along with enclosures attached therewith, if any.

17. Fraud Prevention Policy

(A) Commitments of the Bidder:

- i. The Bidder 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 during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.
- ii. The Bidder 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.
- iii. The Bidder 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.
- iv. The Bidder 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 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.
- v. The Bidder shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
 - vi. The Bidder 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 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 from undertaking any transaction with MMTC and/or declare the bidder 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/Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee or EMD if any

18. 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.

19. Indemnity

The successful bidder shall indemnify, defend and hold and keep indemnified, the MMTC from and against all actions, suits, claims costs, liabilities and demands brought or made against the MMTC in respect of any matter or thing done or omitted to be done by the bidder or their employees/representatives in the execution of or in connection with the work or the bidder’s performance under this assignment and against any loss or damage to the MMTC in consequence of any action or suit being brought against the bidder or their employees/representatives for anything done or omitted to be done in execution of the Work and the Project coordination services under this assignment, including but not limited to meeting the Project milestones and non-compliance with the applicable laws and regulations. The obligations of the successful bidder under this clause shall survive the termination or expiry of this Contract.

20. Dispute Resolution

A. Amicable settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

- i. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.
- ii. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably within thirty (30) days of notice. After the expiry of said period of notice of ‘dispute’ without any written amicable settlement, it shall be deemed that such a dispute is not resolvable by amicable settlement. However, at any time, both the parties can extend the said period of 30 days by mutual agreement in writing.

B. Arbitration

- i. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this agreement or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be appointed by Chairman & Managing Director (CMD) of MMTC Limited. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings.
- ii. The seat of arbitration shall be New Delhi and language shall be English.
- iii. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

C. Jurisdiction: Exclusive Jurisdiction shall be New Delhi

21. Proposal Forms

Form-A

(TO BE SUBMITTED ON BIDDER'S OWN LETTER HEAD)

Covering letter for submission of offer

From:

Our Ref: _____ Dated _____

SUBJECT: Appointment of Loan Restructuring Consultant in MMTC Limited

Dear Sir,

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

- 1 Offer is in complete compliance with technical as well as commercial requirements of Tender Document and there is no technical or commercial deviation in the offer.
- 2 We understand that any technical or commercial deviation in the offer shall render our offer liable for rejection.
- 3 Our offer shall remain valid for a period of 2 (Two) Months from the date of opening of tender.

We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by MMTC without any reference to us.

Thanking you,

Yours sincerely,

(Signature of Authorized person)

Full Name:

Designation:

Bidder's official Seal

Form-B

Bidder's general information

1 Bidder Name: _____

2 Date of registration / incorporation: _____

3 Address of registered office:

4 Address of Local Office In Delhi / NCR:

5 Telephone No. _____

6 E-mail address _____

7 Website _____

8 Fax number _____

9. GST registration no. _____

10 Permanent Account Number (PAN) _____

Stamp and signature of bidder: _____

Name of authorized person: _____

Note: The self-attested copies of documents at Sl. No. 2, 9 and 10 to be attached.

Form-C

Self Attested Audited Financial Statement of the Bidder for FY 2018-19

Form-D (Sample)

On Client’s Letter head

To whom so ever it may concern

This is to certify that M/s..... has/had successfully handled loan restructuring of our company....., having registered address at..... in FY.....

M/shave prepared resolution plan involving financial exposure of Rs..... and get it approved by our following lender(s):

List of Lenders (with contact details):

- 1.
- 2.
- 3.
- 4.

Stamp and signature _____

Name of authorized person:
(with Contact details) _____

Form-E

Brief Profile of Bidder

Note:

- 1 Bidders are required to furnish the complete and correct information required for evaluation of their bids. If any information furnished is found to be false/misleading/incomplete, the same shall be considered as adequate ground for rejection of the bids.
- 2 Bidders are required to furnish only those credentials in the above prescribed format for which documentary evidence is available with them. MMTC reserves the right to seek additional information or ask for supporting documents from Bidders for verifying/evaluating their credentials whenever required.

Form-F

**E-Payment Form
Bank account particulars**

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

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

(_____)

Signature of the authorized signatory (ies) & Designation

Place:

Date:

Official seal of the bidder

BANK CERTIFICATION

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

Bank's Stamp

Place:

Date:

Stamp & Signature of the authorized official of
the bank

Form-G

Undertaking

We hereby confirmed that all the documents submitted in this tender are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) / information is false, forged or fabricated.

We hereby confirm that our Bid complies with the total technical-commercial requirements/terms and conditions of the Tender Document and subsequent addendum/corrigendum (if any), issued by MMTC, without any deviation/ exception/ comments/ assumptions.

We also confirm that we have quoted the prices without any condition and deviation.

We further confirm that terms and conditions if any, mentioned in our bid (Technical as well as Price) shall not be recognized and shall be treated as null and void.

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.

We hereby confirm that any partner / Director of the entity have not been convicted in any disciplinary proceedings / criminal case by regulatory authority(ies)/ court in connection with professional work.

We further confirm that, we have not been in negative list / blacklisted by any Public Sector Undertaking / Government Organization / MMTC Limited.

We also confirm that the contents of this Tender have not been modified or altered by us. We agree that if any noticed in future, our Bid may be rejected / terminated.

We hereby confirm that we have gone through and understood the Tender Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting Master Index of Tender Document as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Tender Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Agreement. Further, we shall sign and stamp each page of the Tender Document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have quoted our prices in electronic mode through MMTC's e-tendering portal. We confirm that rate quoted by us includes price for all services as mentioned in the Tender Document.

Stamp and signature of bidder: _____

Name of bidder: _____

NOTE: To be stamped and signed by the authorized signatory on letterhead of bidder.

Form-H

Letter of Authorization

(TO BE SUBMITTED ON BIDDER'S OWN LETTER HEAD)

To

MMTC Limited

SUBJECT: Appointment of Loan Restructuring Consultant in MMTC Limited

Dear Sir,

We _____ hereby authorize following representative(s) to sign all bid documents / attend Technical / Price bid opening against your Tender Document No. **NIT No. : MMTC/CO/BNK/2020-21/01**

Name & Designation _____

Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

(Bidder)

NOTES:

- a) This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.
- b) Not more than one person is permitted to attend technical and price bid opening.
- c) Bidder's authorized executive is required to carry this authority letter while attending the technical bid opening and price bid opening and submit the same to MMTC. Representative should carry their id proof.

Form I

PART-II: PRICE BID

Name of Job/ services: Appointment of Loan Restructuring Consultant

Name of Organization: MMTC Limited, New Delhi

TENDER NO.: MMTC/CO/BNK/2020-21/01 dated 26/10/2020

Name of Bidder:

Sl. No.	Description of Work	Unit	Amount (In Rs.)
1.	Consolidated fees for services as per Clause 3 'Scope of Work'	Consolidated	
	Total Rs.		
	Total Rs. in words:		

Note: The above rates are exclusive of GST. We confirm that we shall not be eligible for reimbursement of any expenses (out of pocket expenses, TA, Conveyance charge etc) of whatsoever nomenclature.

Signature	
Name of signatory	
Designation of signatory	
Official seal	