

Tender for "Appointment of GST Consultant"



Tender No.: MMTC/Tax/2016-17/GST/01

Last date for submission: 16-05-2017 at 1500 Hrs.

**Manager (F&A - Taxation)
MMTC Limited, CORE-1, SCOPE Complex,
7, Institutional Area, Lodhi Road
New Delhi - 110003, India
Tel. No. 011-24381275
e.mail : nishant@mmtclimited.com**

NOTICE INVITING TENDER (NIT)

Sealed Tenders are invited for the following Job/ services in MMTC Limited.

Name of Job/Services: Appointment of GST Consultant

NIT No. : MMTC/Tax/2016-17/GST/01 dated: 10/04/2017

Earnest Money Deposit (EMD): Rs. 25,000/- (Rupees Twenty Five 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:

State Bank of India, CAG Branch, Jawahar Vayapar Bhawan, New Delhi

IFSC Code : SBIN0009996

C.C. A/c. No. : 10813608375

DATE OF SUBMISSION & OPENING OF TENDER

Last date and time for submission of Tender: 1500 Hrs. on 16-05-2017

Date and Time of opening Technical Bid: 1530 Hrs. on 16-05-2017

Date and Time of opening Price Bid: Successful Technical Bidders will be informed separately.

Venue for opening of Tender: 6th Floor, Conference Room,
MMTC Limited, Core 1,
SCOPE Complex,
7, Institutional Area,
Lodhi Road, New Delhi-110003.

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.

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

The details of the tender document are available in MMTC's websites www.mmtclimited.gov.in and <https://mmtc.eproc.in> 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.

TENDER DOCUMENT FOR

Appointment of GST Consultant at New Delhi

INDEX

Sl. No.	Particulars	Page No.
1	Notice Inviting Bid	4
2.	Salient Features of Bidding Document	5
3.	Scope of work	5-6
4.	Pre-Qualifying Requirements (PQR)	6
5.	General Terms and Conditions	7
6.	Earnest Money Deposit (EMD)	8
7.	Performance Bank guarantee	8-9
8.	Making and submission of bids	9-11
9.	Pre-Bid conference	11
10.	Bid validity	11
11.	Bid opening	11
12.	Evaluation of Technical bids	11-12
13.	Price Bid evaluation	12
14.	Notification of award	12
15.	Agreement	12-13
16.	Time Schedule and Terms of Payment	13-14
17.	Proforma of Agreement	15-18
18.	Format of Performance Bank Guarantee	19-20
19.	Proposal Forms	21-30

1. Notice Inviting Bid

Subject: Appointment of GST Consultant at Delhi

Dear Sirs,

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.

The company has 9 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.

Presently Imports/exports/purchase/sales takes place at various Regional offices and at Corporate office and accordingly applicable VAT/service tax/Excise deposited at the concerned offices and applicable returns are filed directly or through consultants.

MMTC is having one foreign Subsidiary at Singapore and Seven Joint Venture companies in India.

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

MMTC invites offers in two part bid system for Appointment of GST consultant.

2. Salient features of bidding document

Bidding at website	From 11/04/2017 to 16/05/2017
Last date and time of submission of Bids	1500 Hrs. on 16-05-2017
Mode of submission- Technical Bid	Bidders to drop the sealed tender in the Tender Box placed at following address: <i>MMTC Limited, Ground Floor (Reception), Core-1, SCOPE Complex, 7- Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA)</i>
Mode of submission- Price Bid	Price Bid to be submitted in electronic mode through MMTC e-tender portal https://mmtc.eproc.in . Further details are given in tender document.
Opening of Technical bids	1530 Hrs. on 16-05-2017 in presence of authorized representatives of participating bidders
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

Part A:

SCOPE OF WORK
<p align="center">A. Preparation of detailed road map from VAT/Service tax era to GST implementation and till filing of Annual GST Return</p>
<ol style="list-style-type: none"> 1. Study of MMTC's working, sale/purchase/other relevant contracts and preparation of detailed Impact analysis under proposed GST. 2. Study of existing ERP system. Statutory compliance/requirement under proposed GST including maintenance of records. 3. Suitable required modification in ERP/MMTC's books of account & Writing ERP entries. 4. Transfer of excess GST credits(CGST) between offices/branches. 5. Detailed presentations to Board / Senior Management before GST implementation on key areas as and when required. 6. Preparation of the detailed road map which among other things will also include a time schedule with clearly defined activities for ensuring successful implementation of GST.

7. Help in finding a solution to upload ERP/GST data uploaded into GST network.
8. Filing of various monthly/quarterly online/offline GST returns and claim of GST credits.
9. Will update MMTC on latest changes in GST on weekly / regular intervals and Advice on various queries on GST.
10. Filing of Annual Return under GST.

Part B:

1	Training:
	<p>The training will cover 6 days comprehensive training to a team of around 20 officers on GST both at Delhi / regional office.</p> <p>In case of outstations, out of pocket expenses will be reimbursed.</p>

4. Pre-Qualifying Requirements (PQR)

The offer shall be considered only from Indian, technically competent, experienced and financially sound Accounting/Consulting firms of Chartered Accountants who meet the following pre-qualification requirements.

Sl. No	Parameter/Criteria/ Requirement and Documents required
1	The registered CA firm with minimum 10 years of experience and with minimum 3 FCA partners ¹ .
2.	Working as service tax or VAT consultant in minimum 3 big corporates (with average annual turnover of Rs.100 Crs and above) and including minimum one state/central PSU during 2016-17.
3.	The bidder should have requisite infrastructure with an office in Delhi / NCR. Address of offices along with the name, address and contact number of official to be given as per form given in Proposal Forms.
4.	The bidding entity / any partner / Director of the entity should not have been convicted in any disciplinary proceedings / criminal case by regulatory authority(ies)/ court in connection with professional work. Bidder should not be on negative list / black listed by any PSU or Govt. Department.

	Bidder to submit an undertaking in this respect as per relevant form given in Proposal Forms.
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5. General terms and conditions

- a) Bidder shall, as part of their bid, submit a written Authorization Letter as per specified Form in tender from Partner/Director of Bidding firm/ consulting company if the signatory is other than Partner/Director.
- b) Bidder shall not be under liquidation, court receivership or similar proceedings.
- c) Bidding documents shall at all times remain the exclusive property of the MMTC.
- d) Bidder may note that Bid shall be submitted on the basis of "ZERO DEVIATION" and shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as nonresponsive and may be liable for rejection.
- e) 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 during the bidding process.
- f) 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.
- g) Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- h) 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.
- i) The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other person / firm / consulting company/organization.
- j) The Bidder shall quote in Indian Rupees.
- k) The Bidder is expected to examine the Bidding Document, including all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required as per the Bidding Document may result in the rejection of the Bid.
- l) Clarification, if any, in respect of this tender can be obtained from Manager (Fin-Taxation), mail: nishant@mmtclimited.com. The responses to Bidder's queries/ clarifications raised will be furnished

as expeditiously as possible. Any modification of the Bidding 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.

6. Earnest Money Deposit (EMD):

- a) EMD of Rs. 25,000/- (Rupees Twenty Five 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 MMTC Limited to the following bank account:

State Bank of India, CAG Branch, Jawahar Vayapar Bhawan, New Delhi

IFSC Code : SBIN0009996

C.C. A/c. No. : 10813608375

Proof of e-payment may be submitted alongwith Technical Bid.

- b) EMD of the bidder will be forfeited if:
- i. after opening of the tender, the bidder revokes his tender within the validity period or modifies his bid.
 - ii. the bidder does not submit Performance Bank Guarantee within stipulated period.
- c) EMD will be refunded to unsuccessful bidders. Also the said EMD will be refunded to successful Bidder on signing of the Contract and after submission and confirmation of Performance Bank Guarantee.
- d) EMD shall not carry any interest.

7. Performance Bank Guarantee

- a) The successful bidder shall be required to furnish Performance Bank Guarantee to the extent of 10 (ten) percent of the contract value within 05(five) working days of communication of Letter of Award (LOA).
- b) Performance Bank Guarantee may be furnished from any Scheduled Bank branch in New Delhi other than Gramin Bank, Nainital Bank, Dhanlakshmi Bank or Cooperative Bank. The BG issuing bank must have a net worth of at least Rs.500 Crore and Capital Adequacy Ratio of at least 9%. The Bank Guarantee should be in format as given in this tender document. All expenses, commissions and interests related to issuance and surrendering of the Performance Guarantee, accrued to the Bank, shall be at the sole cost of the bidder.
- c) The Performance Bank Guarantee shall be valid up to 30/09/2018 and the same shall be renewed for further period as may be necessary.

- d) Failure to submit Performance Bank Guarantee shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the bidder shall be liable to compensate MMTC for any losses incurred by MMTC. EMD submitted by bidder shall be liable to be forfeited. The decision of MMTC in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the bidder.
- e) It is advisable to issue PBG by PSU banks in SFMS system. MMTC's banker details is already provided in this tender document. Bidders are requested to request their banker that while issuing PBG they should also inform the advising bank confirming the issuance of PBG.

8. 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

A) PART- I: Technical Bid

- a) Technical Bid shall be submitted in **physical mode only**. The envelope containing the Technical Bid shall be superscribed with **"Tender for Appointment of GST 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 G.
 - ii. Index of the Bidding Document and subsequent Amendments / Addendums to the Bidding Document duly signed and stamped by the Bidder in token of having received and read all parts of the Bidding Document having accepted and considered the same in preparing and submitting the Bid.
 - iii. Authorization Letter, wherever applicable, in favor of signatory (ies) of the bid as per Form H.

- iv. Documents / information relating to experience of Consulting Firm in consultancy on VAT / Service Tax to be submitted as per Form A.
- v. Documents / information relating to Relevant qualification of professionals to be submitted as per Form B.
- vi. Tender not accompanied with EMD/ EMD submitted in any form other than stated above will not be accepted.
- vii. Declaration & compliance to Bid requirement as per Form-C.
- viii. Bidders General Information as per Form-D. In case Bidder is a partnership firm, certified copy of the partnership deed / Registration Certificate.
- ix. Bidder's Bank Account details as per Form-E.
- x. Any other information required in the Bidding 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.

B) PART - II - PRICE BID

- i. The Price Bid shall be submitted in **electronic mode only** through MMTC E-Tendering portal <https://mmtc.eproc.in> as per Form-F provided in the Bidding Document. 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.
- ii. For more details bidders may refer to FAQ and Help Desk at MMTC E-Tendering portal <https://mmtc.eproc.in>. For any further assistance on e-bidding process, bidders may contact Mr. Pankaj Kumar Verma, Technical Support Engineer, Email Id pankaj.verma@c1india.com, Mobile +91-9910433177.
- iii. 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.
- iv. Unless stated otherwise in the Bidding Documents, the Contract shall be for the total works as described in Bidding Document.
- v. 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 Bidding Document.

- vi. The quoted Price shall be deemed to be all inclusive **except applicable Service Tax** 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 service tax leviable on total quoted price.
- vii. Alternative / conditional bids shall not be considered.
- viii. 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.
- ix. 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.

9. Pre-bid conference: On 26.04.2017 at 15.00 Hrs at Scope complex, 6th floor, core-1, Lodi Road, New Delhi-110003 to address any queries of bidders.

10. 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.

11. 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 Bidding Document". The Bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- b) Bidder's names and any other such details as MMTC may consider appropriate will be announced by MMTC.
- c) 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.

12. Evaluation of Technical bids

- a) The MMTC will determine whether each of the bids conforms to the terms, conditions and specification of the Bidding 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 Bidding Document, the MMTC's rights or the Bidder's obligations as envisaged in the Bidding 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 or through personal contact. 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.

13. Price Bid Evaluation:

- a) Lowest Overall Evaluation will be done on the basis of total quoted price as per Form 'F'.
- b) Bidder quoting lowest as at (a) above and adhering to tender stipulations in an unqualified manner shall be recognized as L-1.

14. 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.

15. Agreement

- a) The successful Bidder shall execute a formal agreement with MMTC 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 Bidding Document along with its enclosures including any Amendment /Corrigendum to original Bidding Document.
 - ii. Letter of Award along with enclosures attached therewith, if any.

16. Time Schedule and Terms of Payment

Part A:

Sl No	Scope of Work as per Para 3 (Part A)	Target By (Days/Date)	Terms of Payment (% of price quoted at Sl. No. 1 of Schedule of rates in Form F)
1.	<p>1. Study of MMTC's working, sale/purchase/other relevant contracts and preparation of detailed Impact analysis under proposed GST.</p> <p>2. Study of existing ERP system. Statutory compliance/requirement under proposed GST including maintenance of records.</p> <p>3. Suitable required modification in ERP/MMTC's books of account & Writing ERP entries.</p> <p>4. Transfer of excess GST credits(CGST) between offices/branches.</p> <p>5. Detailed presentations to Board / Senior Management before GST implementation on key areas as and when required.</p> <p>6. Preparation of the detailed road map which among other things will also include a time schedule with clearly defined activities for ensuring successful</p>	Within 30 days from the date of Award and 10-15 days before GST roll out.	20 % on MMTC's acceptance of work completion

	implementation of GST.		
2.	<p>7. Help in finding a solution to upload ERP/GST data uploaded into GST network.</p> <p>8. Filing of various online/offline GST returns and claim of GST credits.</p> <p>9. Will update MMTC on latest changes in GST on weekly / regular intervals and Advice on various queries on GST.</p>	Within one month of GST roll out and by due date.	20 % on MMTC's acceptance of work completion
3.	After 2 nd month onwards of GST roll out & till last month of the 1 st financial year under GST.	By due date	40 % will be distributed into 7-8 instalments till last month of the financial year leaving balance 20% for the filing of annual return.
4.	After the completion of 1 st Financial year under GST and after filing 1 st GST 0annual return.	Annual Return by due date.	Balance 20 % on MMTC's acceptance of work completion on 1 st annual return.

Part B :

SI No.	Scope of Work as per Para 3 (Part B)	Target By (Days/Date)	Terms of Payment (% of price quoted at Sl. No. 2 of Schedule of rates in Form F)
1	Training	As and when required	<p>40 % on completion of comprehensive training to officials (03 days)</p> <p>Bal 60 % on completion of comprehensive training to balance officials (Total 03 days)</p>

Note :

1. While making the payments any applicable statutory deductions will be made by MMTC.
2. For Travel /Stay outside New Delhi for training etc., arrangements shall be made by MMTC as per entitlement applicable to the Statutory Auditors.

Proforma of Agreement

(To be executed on a stamp paper of Rs.100/- to be obtained by the bidder in its name)

Agreement No. _____

This AGREEMENT (hereinafter called the "Agreement") is made on the _____ day of _____ 2017, between, MMTC Limited (hereinafter called the "MMTC" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, _____ (hereinafter called the "CONSULTANT" which expression shall include their respective successors and permitted assigns).

WHEREAS

- a. MMTC issued a tender vide NIT No. **MMTC/Tax/2016-17/GST/01 dated 10/04/2017** for Appointment of **GST Consultant** (hereinafter called the "Consultant")
- b. The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to MMTC that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to MMTC on the terms and conditions as set forth in the tender and this Agreement; and
- c. MMTC, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated _____ (the "LOA"); and
- d. In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

- 1. Scope of work and deliverables:** The scope of work shall be as per details given under clause "Scope of Work" in tender document.
- 2. Time Schedule and Terms of Payment:**
 - I. The payments shall be released as per clause "**Time Schedule and Terms of Payments**" in tender document. The payment will be made after receipt of bill and on acceptance of the work by MMTC.
 - II. While making the payment, statutory deductions as applicable, shall be made by MMTC.
 - III. MMTC will make the payment through e-mode only to Consultant's Bank account as per e-payment details submitted in the tender document.
- 3. Commencement and Completion**
 - A. Effective date of Agreement:** This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date"). All terms and conditions given in above mentioned tender shall be treated as integral part of this agreement.
 - B. Commencement of Services:** The Consultant shall commence the Services within a period of 7 (seven) days from the date of Letter of Award (LOA), unless otherwise agreed by MMTC.
 - C. Completion of Services:** The time schedule for completion of various elements of services will be as given as per clause "**Time Schedule and Terms of Payments**" in tender document.

4. Confidentiality

- a) Consultant shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any manner whatsoever, information, documents, technical data, experience, etc. given to him by MMTC without the prior written consent of MMTC.
- b) Consultant further undertakes to limit the access of confidential information to those of its employees, Implementation Partners etc. who reasonably require the same for the proper performance of the Contract and the Consultant shall ensure that each of them has been informed of the confidential nature of the information and made aware of the confidentiality and non-disclosure clause stated at Clause 4(a).

5. Expiration of Agreement

Unless terminated earlier, this Agreement shall, unless extended by the Parties by mutual consent shall expire upon expiry of a period of 90 (ninety) days from the delivery of the final deliverable as per clause "**Time Schedule and Terms of Payments**" in tender document.

6. Termination of Agreement

A. By MMTC

- a. MMTC reserves the right to terminate the contract on occurrence of any of the following events:
 - i. Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
 - ii. The consultant fails to commence services as required under this agreement.
 - iii. The consultant fails to complete any of the required services as per the tender due to which MMTC fails to meet statutory time limit for finalization of monthly / quarterly/annual returns, statements, adjustments etc.
 - iv. MMTC, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

A written notice of not less than 30 days should be given before such termination.

B. By the Consultant

- a. The Consultant may, by giving a written notice of not less than 30 days terminate the agreement on occurrence of any of the following events:
 - i. MMTC fails to pay any money due to the Consultant pursuant to this Agreement which is not subject to dispute, within 45 (Forty Five) days after receiving written notice from the Consultant that such payment is overdue;

- ii. MMTC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (Fourty Five) days after receiving written notice from the Consultant.

7. Liabilities:

Without prejudice to any express provision of this contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract. Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract. The amount of liability will be limited to 10% of the contract value.

8. Force Majeure:

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, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to postponement or deferment of implementation of GST), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver / extension of time in respect of the delivery of any instalment or part of the service shall not be deemed to be waiver / extension of time in respect of the remaining deliveries.

If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of professional manpower will not be an excuse to the consultant for not performing their obligations under the Contract.

9. Settlement of Disputes

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.

B. Dispute resolution

- 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.

10. Arbitration

- a. Any dispute 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 appointed by Chairman & Managing Director (CMD) of MMTC Limited. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings.

The venue of arbitration shall be New Delhi.

- b. 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.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered
for and on behalf of
M/s _____

Signed and Delivered
for and on behalf of
M/s MMTC LIMITED

(Authorised Signatory)

(Authorised Signatory)

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

FORMAT OF PERFORMANCE BANK GUARANTEE

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

Bank Guarantee No. _____ dated _____

To
M/s MMTC Limited
Core 1, SCOPE Complex
7 Institutional Area, Lodi Road
New Delhi 110003 (INDIA)

Dear Sirs,

1) WHEREAS, MMTC Limited, having its Corporate office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India (hereinafter called "the MMTC") have entered into Agreement No. _____ dated _____ (hereinafter called 'the CONTRACT') for Implementation of GST implementation with M/s. _____ (name) address _____, (hereinafter called "the Consultant")

2) AND WHEREAS the Consultant under the CONTRACT is required to furnish a Performance Bank Guarantee for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of Performance Guarantee of the said sum of Rs. _____.

3) AND WHEREAS at the request of the Consultant, we _____ Bank, _____ (address), hereby irrevocably and unconditionally guarantee and undertake to pay to the MMTC, immediately on demand up to and not exceeding the sum of Rs. _____ payable by the Consultant in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the Consultant has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.

4) We, _____ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs. _____ only without any demur, delay, protest and without any reference or recourse to the Consultant notwithstanding any dispute raised by Consultant in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.

5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. _____.
Our Guarantee shall remain in force until 30/09/2018

- 6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before 30/09/2018.
- 7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
- 8) This guarantee comes into force forthwith.
- 9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder, to vary any of the terms and conditions of the delivery of service or extend time of performance by the said Consultant from time to time or to postpone it from time to time, any of the powers exercisable by MMTC against the said Consultant and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant.
- 10) The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. _____ only by MMTC.
- 11) We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
- 12) This guarantee will not be discharged due to change in the constitution of the Bank or the said Consultant.
- 13) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2017

Yours faithfully
For and on behalf of Bank

(Address)
(Banker's Seal)

Validity : Till 30/09/2018

Note :

- i) The BG issuing bank must have a net worth of at least Rs.500 Crore and Capital Adequacy Ratio of at least 9%. Banker's self-certification will suffice the requirement which may be submitted with the BG.

Proposal Forms

Form A

Relevant experience of the Consultant Firm in VAT/Service tax /GST:

S. No.	Name of the client	Location Of client	Scope of work	Project Period	Turnover of client (Rs crore)

Notes:

1 Bidder to submit copies of the work orders & completion certificate from client for the referred assignments

Form B

Details of Qualified Professionals of the firm

Sl. No.	Name & Designation	Qualification	FCA membership no. & since	Total No. of years of experience	Relevant Experience in VAT/Service Tax

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.
- 3 Proper proof MUST be provided to support, the firm is 10 yrs plus old and presently have minimum 3 FCA competent partners since last 3 years.

Form C

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 Bidding 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 Bidding 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 Bidding Document as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake

that Bidding 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 Bidding 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 Bidding Document.

Stamp and signature of bidder: _____

Name of bidder: _____

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

Form-D

Bidder's general information

1 Bidder Name:

2 Date of registration / incorporation and number of years of operation:

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 ICAI firm registration number and/or CIN No. of consulting company / ISO registration no. (if any)

10 Service tax registration no.

11 VAT Registration number _____

11 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, 10 and 11 to be attached.

Form-E

**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 F**PART-II: PRICE BID**

Schedule of rates

Name of Job/ services: Appointment of GST Consultant for Implementation GST in MMTC**Name of Organization:** MMTC Limited, New Delhi**TENDER NO.:** MMTC/Tax/2016-17/GST/01 **dated 10.04.2017****Name of Bidder:**

Sl. No.	Description of Work	Unit	Amount (In Rs.)
1.	Lump sum price for job given at Part A of Para 3 'Scope of Work'	Lump Sum	
2.	Lump sum price for job given at Part B of Para 3 'Scope of Work'	Lump Sum	
		Total Rs.	
	Total Rs. in words:		

Note :

- i. The above rates shall be exclusive of Service Tax only
- ii. For Travel /Stay outside New Delhi for training etc., arrangements shall be made by MMTC as per entitlement applicable to the Statutory Auditors.

Signature	
Name of signatory	
Designation of signatory	
Official seal	

Form-G

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

Covering letter for submission of offers

From:

Our Ref: _____ Dated _____

SUBJECT: Appointment of GST Consultant for Implementation of GST in MMTC

Dear Sir,

Please find herewith our offer in line with requirement of MMTC Bidding document.

We confirm that:

- 1 Offer is in complete compliance with technical as well as commercial requirements of Bidding 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-H

Letter of Authorization

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

To

MMTC Limited

SUBJECT: Appointment of GST Consultant for Implementation of GST in
MMTC

Dear Sir,

We _____ hereby authorize following representative(s) to sign all bid documents / attend Technical / Price bid opening against your Bidding Document No. **NIT No. : MMTC/Tax/2016-17/GST/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.