



**Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road New Delhi – 110 003,
India**

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www.mmtclimited.com

NOTICE INVITING TENDER

MMTC/PROJECTS/WIND ENERGY/CR/2016-17 dated 21st OCTOBER, 2016

MMTC invites bids for appointment of an agency who would execute the work related to sale of CERs & VCUs. Interested agencies may submit their bids latest by 31st October, 2016 at 1100 hrs.

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

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

General Manager(Projects)

MMTC/PROJECTS/WIND ENERGY/CR/2016-17

TENDER NOTICE

TENDER No. :: MMTC/PROJECTS/WIND ENERGY /CR/2016-17

DATED :: 21st OCTOBER.2016

SELECTION OF CONSULTANT FOR COMPREHENSIVE SERVICES FOR (I) CREDIT LISTING ON UNFCCC VOLUNTARY SALE PLATFORM FOR PRE-2012 CREDITS INCLUDING ACCOUNT MAINTENANCE AND SALE TRACKING (2) VCS CREDIT COMMERCIALISATION AND SALE.

1. **INTRODUCTION**

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

The power project had been validated and registered with UNFCCC on 20.02.2009. MMTC engaged Designated Operational Entity (DOE) for getting the verification of Carbon Credit generated in the project. On conclusion of the exercise the Carbon Credits generated were verified and certified as under:-

VCUs – 35,421 (year 2009)

CERs – 21,120 (issued in Dec., 2012)

2. **OBJECTIVES**

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

- a) Establishment of PayPal online account
- b) Linking of company bank account with PayPal account.
- c) Submission of documents to UNFCCC registry & climate Neutral Now online platform for account opening.

- d) Linking account as-
 - i. Bank Account
 - ii. PayPal account
 - iii. Project registry account
 - iv. Online trade account
- e) Suggesting MMTC over pricing strategy & submitting quarterly report over trading.
- f) Ensuring funds realization over trade

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

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

3. **TECHNICAL CRITERIA**

- 3.1 Submission of KYC documents – printed brochure or detailed profile of the bidder alongwith address, contact number, mail id, fax number, copy of service tax registration, PAN & last three Income Tax Return etc;
- 3.2 Bidder should be a consultancy / brokerage firm with experience in the trade of CERs and VCUs. A certificate issued by Chartered Accountant showing the volume of trade for the past 3 years may be attached in support of the experience.
- 3.3 Company / bidding firm should be at least 5 year old (documentary evidence showing registration with any Govt Agency Say service tax registration, Registration under Shop & Establishment Act or any other Act / Law to be provided by the bidder).
- 3.4 The bidder must have been engaged preferably by at least one PSU or State Govt. Undertaking / Body for any consulting assignment.
- 3.5 EMD of Rs.10,000 (Rs. Ten thousand) only in form of RTGS/DD/BG payable at New Delhi in favour of MMTC Limited which will be submitted along with Technical Bid. The EMD of unsuccessful Bidders shall be returned within a month of selection of the successful Bidder or on MMTC annulling the bidding process. The Selected Bidder's EMD shall be retained as Performance Security/ Guarantee. No interest will be payable on this amount. Any Bid not accompanied by the EMD shall be rejected, exemption for MSE's shall be provided in accordance to public procurement scheme of Govt. of India.

BG format is available at Annexure –III of this tender. BG should be through a scheduled commercial bank (other than Gramin bank, Co-operative bank, Nainital bank and Dhanlakshmi Bank) in New Delhi (or NCR), India in favour of MMTC Limited. BG issuing bank should directly forward the original BG to MMTC. The bidder shall submit copy of BG along with tender documents. Alternatively bidders may remit Rs.10,000/- to the following bank account of MMTC:

Name : MMTC Limited
Bank : STATE BANK OF HYDERABAD, BRANCH PRAGATI
VIHAR, SCOPE COMPLEX, LODI ROAD,
NEW DELHI – 110 003
Swift Code No. : SBHYINBB012
A/C No. : 52142903753
IFSC Code : SBHY0020511
MICR : 110004005

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

4. **PAYMENT TERMS-**

4.1 **For CERs**

- a) Over listing of project at online portal - 50%, Trade related payment
b) Over final trade- balance payment

4.2 **For VCUs**

- a) Over trade- 50% and Trade related payment
b) Final trade- balance payment

5. **TIME LIMIT**

The selected agency shall ensure sale of CERs and VCUs latest by 31st March 2017 failing which the EMD/Performance Guarantee may be forfeited.

6. **PRICE BID**

Price bid shall be in following format:-

- 6.1 For CERs; quote for advisory services for account opening and maintenance (exclusive of service tax).

- 6.2 For VCUs; quote for advisory services for account opening and maintenance (exclusive of service e tax).
- 6.3 Bid should be submitted in the English language.
- 6.4 DATE SHEET –

S No	Particulars	Date, Time, Venue
1	Latest Date & Time of submission of bid	31-10-2016 / 1100 hrs
2	Opening of Technical bids	31-10-2016 / 1515 hrs
3	Opening of Price Bid	02-11-2016 / 1100 hrs
4	Venue of submission of bids & opening of bids	MMTC Ltd., Projects Division, Core-1, Scope Complex, 3 rd Floor, Lodi Road, New Delhi-110003.

- 6.5 Validity of the Bid: Bid must remain valid for 30 days from the opening date

7. **SUBMISSION OF BID** - The quotations/bids will be submitted in two separate envelopes as follows:-

- 7.1 Envelope No.1 superscribing as TECHNICAL BID containing the documents as per clause 3.1 to 3.6 above.
- 7.2 Envelope No.2 superscribing as PRICE BID as per clause no 4.1 & 4.2 above
- 7.3 Envelope No.3 containing both TECHNICAL BID and PRICE BID duly completed should be superscribed as **SELECTION OF CONSULTANT FOR COMPREHENSIVE SERVICES FOR (I) CREDIT LISTING ON UNFCCC VOLUNTARY SALE PLATFORM FOR PRE-2012 CREDITS INCLUDING ACCOUNT MAINTENANCE AND SALE TRACKING (2) VCS CREDIT COMMERCIALISATION AND SALE** addressed to General Manager (Projects), MMTC Limited, **Core-1, Scope Complex, 3rd Floor, Lodi Road, New Delhi-110003** and should be deposited in the Tender Box placed in the office premises at 3rd Floor between 10:00 hrs to 1630 Hrs. Bids received after the schedule date & time (see Date Sheet at sl no 6.4 above) shall not be considered for evaluation. MMTC will not be responsible for delayed delivery of courier/speed post or by any other mode.
- 7.4 The bidder is also allowed to be present during opening of tender with authorization letter.
- 7.5 After acceptance of bid by MMTC, a Work Order with the terms as mentioned in the tender would be issued and acceptance obtained from the successful bidder.

8. MMTC reserves right to accept / reject any tender at any stage without assigning any reason whatsoever.

9 **FRAUD PREVENTION**

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

The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in “Fraud Prevention Policy” of MMTC (full text of which is available on MMTC’s website at <http://mmtclimited.com> during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

(a) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC’s employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others , any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

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

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

(B) Disqualification from tender process and exclusion from future contracts: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause , above or “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/ Contractor(s) Buyer(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

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

10 ARBITRATION

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

ANNEXURE -1

Mandatory Information of Bidder

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

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

Signature of the bidder : _____

Name

Designation

ANNEXUR

E-II

Proforma of declaration regarding banning of business dealings

In case of proprietary concern

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

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

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

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

In case of partnership firm

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

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

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

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

In case of Company

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

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

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

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

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

Place

Signature of bidder

Date

Name & Designation of the signatory.

ANNEXURE-III

PROFORMA FOR BANK GUARANTEE FOR EMD

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

Bank Guarantee No. _____

Date

REF No.

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

Sir,

WHEREAS, MMTC LIMITED, Core 1, SCOPE Complex, 7 Lodhi Road, NEW DELHI-110 003, India, (hereinafter referred to as MMTC) has invited bids vide tender no. MMTC/PROJECTS/WIND ENERGY /CR/2016-17 dated 06TH OCTOBER.2016 for selection of agency for sale of CERs and VCUs.

1. WHEREAS, the said Invitation to Bid requires that any eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to INR 10,000 in favour of MMTC, New Delhi in the form of a Bank Guarantee of INR 10,000 with a validity **upto 31st December, 2016.**
2. AND WHEREAS at the request of M/s. _____ (Name & address of the Bidder) we _____ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, New Delhi up to and

not exceeding the sum of INR 10,000/- (Rupees ten thousand) only with a validity upto **31st December, 2016** and that the Bidder M/s. _____:-

- a) shall keep their offer firm and valid for acceptance by MMTC as per tender against which offer is made.
 - b) Shall sign the sale contract forwarded by MMTC within three calendar working days.
 - c) shall in the event of the offer being accepted by MMTC, MMTC shall have the right to use this BG as Performance Guarantee.
 - d) shall further ensure sale of CERs and VCUs on behalf of MMTC latest by 31st March 2017.
 - e) shall keep this guarantee valid till work is completed to the satisfaction of MMTC.
 - f) Any other conditions as stipulated by MMTC from time to time.
3. We _____ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, New Delhi, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of INR 10,000. This Bank further agrees that the decision of MMTC as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.
4. We _____ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of INR 10,000 (Rupees ten thousand) only without any demur, delay, protest and without any reference or recourse to M/s. _____ (Bidder) notwithstanding any dispute raised by _____ (Bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
5. The payment shall be made to MMTC, New Delhi across the counter of this bank on the same day of receipt of invocation of this bank guarantee.

6. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to INR 10,000 (Rupees ten thousand) only.
7. Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.
8. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. _____ (Bidder).
9. The liability of this bank shall discharge upon receipt of _____ only by MMTC.
10. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially upto **31st December , 2016** and that the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of MMTC in writing.
- 11.
12. This Guarantee is governed by the Laws of India and comes into force forthwith.
13. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by the Bank.

13. BG issuing bank has the option to issue BG through SFMS. Detail of MMTC's Banker :

Name : MMTC Limited
 Bank :STATE BANK OF HYDERABAD, BRANCH PRAGATI VIHAR, SCOPE COMPLEX, LODI ROAD, NEW DELHI – 110 003
 Swift Code No. : SBHYINBB012
 IFSC Code : SBHY0020511
 MICR : 110004005
 Signature : _____

Name and code : _____

Designation: _____

Seal of the Bank : _____

<u>BANK GUARANTEE - EMD</u>		
With validity upto	:	30th December, 2016