



Core-1, SCOPE Complex, Institutional Area, Lodhi Road, New Delhi-110 003 INDIA  
Phone : 011 2436 2200 Fax : 0091 011 2436 4106 Website : [www.mmtclimited.com](http://www.mmtclimited.com)

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**NOTICE INVITING TENDER**

**Tender No.5/1/10/2016-Min(IOP) dated 16.12.2016**

**Subject : HIRING SERVICES OF A PROFESSIONAL AGENCY TO ASSIST MMTC IN SELECTION  
& APPOINTMENT OF A MERCHANT BANKER / ACCOUNTING FIRM.**

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MMTC Limited invites Tender for hiring services of a professional agency to assist MMTC in selection and appointment of a Merchant Banker / Accounting Firm for exit of MMTC from JV company SIOTL.

2. Last date / time of submission of bids is at 14:00 hrs. on 06.01.2017. Complete details of the tender are published at MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com) and at [www.eprocure.gov.in](http://www.eprocure.gov.in).

Anju Gupta  
General Manager (Minerals)

**APPENDICES (Formats) :**

- I. Earnest Money Deposit
- II. Price Bid formats
- III. Mandatory Information

**CHECKLIST**

**I N D E X**

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Tender No. 5/1/10/2016-Min(IOP)

Date : 16.12.2016

**Subject : HIRING SERVICES OF A PROFESSIONAL AGENCY TO ASSIST MMTC IN SELECTION  
 & PPOINTMENT OF A MERCHANT BANKER / ACCOUNTING FIRM.**

Dear Sirs,

MMTC Limited is a Public Sector Enterprise functioning under the aegis of the Ministry of Commerce, Govt. of India. It is engaged in the field of International trading of Minerals, Agro Products, Precious Metals, Non-Ferrous Metals, Coal & Hydrocarbon, Fertilizers, etc. For further details please visit our website: [www.mmtclimited.com](http://www.mmtclimited.com).

2. Of late, MMTC has diversified its operations and invested in various joint ventures (JV). One such JV is Sical Iron Ore Terminals Ltd. (SIOTL), Ennore in which MMTC's equity investment is 26% (Rs.33.80 crore). MMTC intends to exit from the above JV in a transparent manner by seeking assistance of a merchant banker/accounting firm. For this purpose, MMTC seeks guidance of a well-known agency through tender bids, who would advise/assist in appointment of such merchant banker / accounting firm.
3. The tender notice consists of two Sections - **Section I : Tender description** and **Section II : Formats of documents**. Bidders are requested to go through the entire tender document carefully before submission of their bids.
4. Bidders are required to submit Technical Bid alongwith supporting documents and Price Bid in two SEPARATE sealed envelopes with Technical Bid and Price Bid superscribed on respective envelopes. Both these envelopes shall be enclosed in a main envelope and bidders shall superscribe on the main envelope name of the bidding company, contact person, phone, fax, e-mail address, Tender No. and closing date. Incomplete offer or offer received after the closing time and date shall be rejected.
5. The Technical Bid and Price Bid may be addressed to the undersigned at the above-mentioned address MMTC to reach latest by 14:00 hrs. on **06.01.2017**.

Anju Gupta  
 General Manager (Minerals)

## SECTION : I

### 1.0 RESPONSIBILITY OF THE AGENCY :

The Agency shall be responsible for the following :-

- (i) Preparation of advertisement for appointment of Merchant Banker/Accounting firm to be released in national dailies, etc. ;
- (ii) Preparation of complete tender document that provides information on the JV and the procedure of bidding for appointment of a merchant banker/accounting firm who could determine fair value of MMTC's investment in SIOTL and also MMTC's exit from SIOTL ;
- (iii) After receipt of bids, assisting MMTC in evaluation of bids as per the laid down criteria;
- (iv) Selection of successful bidder ;
- (v) Issue of appointment letter and finalization of contract.

### 2.0 JOB COMPLETION PERIOD :

Within six weeks from the date of issuance of Letter of Award or Work Order.

### 3.0 EARNEST MONEY DEPOSIT (EMD) :

Each bid should be accompanied by an EMD in the form of Bank Guarantee (BG) in favour of MMTC through a Scheduled Commercial Bank (other than Gramin bank , Co-operative bank, Nainital bank and Dhanlakshmi Bank) at New Delhi for Rs.25,000/- (Rupees Twenty five thousand only) (BG proforma at **Appendix I**). The original BG may be sent directly to MMTC by issuing bank so as to reach well before last date & time of submission of bid. A copy of the BG may be enclosed with the bid. The EMD shall be submitted with Techno-Commercial bid. Bid(s) received without requisite EMD shall be rejected. Non-acceptance of work order, failure to sign the work order within the specified time, etc. shall be construed as a failure and the BG submitted may be invoked. EMD shall be returned to unsuccessful bidders after accepting successful bid(s). EMD submitted by successful bidder shall be retained till completion of the contract. The bidder has the option to remit the amount by RTGS/NEFT transfer to the account of MMTC as under :-

Name	MMTC Limited
Bank	STATE BANK OF India, CAG Branch, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi 110 001
A/C No.	10813608375
IFSC Code	SBIN0009996

### 4.0 ELIGIBILITY CRITERIA :

The Bidder shall be renowned agency fulfilling the following conditions and shall submit supporting documents thereof :

- (i) Company Profile furnishing information / data / documents / printed and illustrated literatures / brochures covering the following aspects :
  - a) Detailed information of the bidder alongwith the latest published Annual Accounts

and Annual Report for the preceding two years.

- b) The bidder shall submit documents in support of relevant experience pertaining to last two years wherein they have handled minimum four cases of sale of equity ;
  - c) List of clients of the bidders serviced during the last two years.
  - d) Above (i) b) & c) to be certified by a Chartered Accountant.
- (ii) Turn-over of the Bidder shall be more than Rs.0.50 Million during the previous financial year and net worth should be more than Rs.0.10 Million on the reporting date of previous financial year. Certificate issued by an Independent Auditor to this effect shall be acceptable.
  - (iii) The Bidder shall submit EMD for Rs.25,000/- (Rupees Twenty five thousand only) in the form of a BG as per MMTC's standard proforma (**Appendix-I**). Bidders shall submit a copy of BG alongwith tender documents and BG issuing bank should be instructed to forward the original BG directly to MMTC so as to reach well before last date & time of submission of bid (*Please refer to the **Clause No.3.0** above*). In case of remittance by RTGS/NEFT transfer, copy of bank advice may be enclosed.
  - (iv) Bidder shall submit a satisfactory Bank Reference Report issued on or after **01.04.2016**.
  - (v) Bidder also furnish duly filled in mandatory information as per **Appendix-III**.

All documents must be submitted in English language.

#### **5.0 PREPARATION OF BIDS :**

Bidder must carefully read the entire tender document before submitting their offer. Bidder shall prepare their tender in two parts as per following :

##### **(i) TECHNO-COMMERCIAL BID :**

Bidder shall fulfill the eligibility criteria as stated herein **Clause No. 4** above.

##### **(ii) PRICE BID :**

The bidder shall submit price bid as per format enclosed at **Appendix-II**.

#### **6.0 EVALUATION OF BIDS:**

Price bids of only those bidders who are found qualified in techno-commercial parameters shall be opened. In case there will be more than one L-1 bidders in price bids, MMTC reserves the right to award the job to any of the L-1 bidder(s).

#### **7.0 VALIDITY OF OFFER :**

Each Bidder shall keep their offer firm and valid for acceptance by MMTC for at least **30 days** from the date of opening of price bid. MMTC may seek to extend validity of offer from the bidder.

#### **8.0 AWARD OF CONTRACT :**

MMTC will award the work to the successful bidder by issuing work order in two originals. The successful bidder shall return to MMTC one original of the work order, duly

signed/stamped by its authorized signatories, within 3 (three) working days from the date of receipt of the work order by the bidder. MMTC reserves the right to invoke the BG/forfeit the amount remitted through fund transfer by the bidder towards EMD in the event of non-receipt of the signed one original work order within specified period.

#### 9.0 DUE DATES :

Submission of Techno-Commercials Bids and Price Bids : **06.01.2017 by 14:00 hrs IST**  
 Opening of Techno-Commercial Bids : **06.01.2017 by 14:30 hrs IST**  
 Opening of Price Bids of technically qualified bidders : **Shall be informed by email at least 24 hrs in advance**

#### 10.0 DETAILS OF BIDS :

##### **PART - A : Techno-Commercial Bid (in physical mode only) :**

The bids are required to be submitted physically in sealed envelopes to be dropped by the due date & time in the tender box outside Room (No. 311 - III Floor) of **Ms. Anju Gupta, General Manager (Minerals), MMTC Limited, Core-1, SCOPE Complex, Institutional Area, Lodhi Road, New Delhi-110 003 INDIA**. The bidder in addition to signing the main documents shall affix their initials and stamp on each page of the tender document as a token of acceptance to the terms and conditions contained therein.

The Techno-Commercial bid will be opened as per the date notified above. After scrutiny of the technical bids, the price bids of only those bidders whose technical bids are acceptable, will be opened with due intimation to the bidders.

##### **PART - B : Price Bid (in physical mode) :**

The bidders shall submit their price bids in physical mode as per **Clause 5.0** above. Price bids of only successful (techno-commercially qualified) bidders shall be opened on the notified date.

Incomplete offer(s) received after closing time & date shall not be considered.

Any bidder willing to witness the tender opening process, may attend in person or depute their authorised representative at their own cost.

In case of any query, bidder may contact at **Phone # 011 2436 8077 or 2436 1266 Fax # 0091 011 2436 4106 or e-mail to [anjug@mmtclimited.com](mailto:anjug@mmtclimited.com) / [afs@mmtclimited.com](mailto:afs@mmtclimited.com) / [jnn@mmtclimited.com](mailto:jnn@mmtclimited.com)**

The bidders may forward their queries at above contact details. MMTC will compile the queries so received and clarifications will be uploaded in the websites prior to closing date. MMTC is not bound to reply to each and every query and the clarifications / addendums for such queries uploaded shall form part of the tender conditions and shall be binding on the bidders.

Any change in tender terms/conditions or its addendum/corrigendum shall be uploaded on MMTC/PPP website only.

#### 11.0 GENERAL CONDITIONS :

- (i) Agency securing the work order, shall not be eligible to participate in the tender for appointment as a merchant banker/accounting firm.
- (ii) Participation and bidding in this tender shall be treated as conclusive evidence of the fact that bidder has understood the terms and conditions of the tender.
- (iii) Successful bidder shall affix their signature with seal on the work order sent by the MMTC within 3 (three) working days from the date of receipt of the same by the successful bidder. One original of the signed work order shall be returned to MMTC. In the event of failure on the part of the successful bidder in returning the work order, duly signed/stamped within the specified period, MMTC reserves the right to invoke the BG submitted by the bidder as EMD. MMTC also reserves the right to debar such bidder from participating in any future tender of MMTC or any other action as may be deemed fit.
- (iv) Notwithstanding anything specified in these tender terms / documents, MMTC at its sole discretion, unconditionally and without having to assign any reason, reserves the right :
  - (a) To accept or reject the lowest offer or any other offer or all the offers ; and
  - (b) To accept any offer in full or in part.

#### **12.0 PAYMENT TERMS :**

Full payment will be released by MMTC within 15 days after satisfactory completion of work and receipt of invoice from the successful bidder.

#### **13.0 ARBITRATION :**

All disputes arising between the parties (MMTC and the Agency) 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 the CMD, MMTC Limited. 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. Venue of arbitration shall be New Delhi. Only Courts in New Delhi shall have the jurisdiction over disputes in relation to and arising out of this tender.

#### **14.0 FRAUD PREVENTION :**

##### **(i) 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.

**(ii) 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.

**(iii) 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.

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**SECTION - II****APPENDIX-I**

*The BG issuing bank must have a net worth of at least INR 5,000 million and Capital Adequacy Ratio of at least 9%.*

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

*(On a stamp paper of applicable amount to be executed by a New Delhi Branch of a Scheduled Bank other than Gramin Bank, Cooperative Banks, Dhanlakshmi Bank, Nainital Bank, etc.)*

Date : \_\_\_\_\_

To,

The General Manager (Minerals)  
MMTC Limited  
Core-1, SCOPE Complex  
Institutional Area, Lodhi Road  
New Delhi-110 003 INDIA

Sub : Tender No. \_\_\_\_\_

Dear Sir,

1. WHEREAS, MMTC LIMITED, Core-1, SCOPE Complex, Institutional Area, Lodhi Road, New Delhi-110 003 INDIA, (hereinafter referred to as MMTC) has invited bids vide Tender No. \_\_\_\_\_ dated \_\_\_\_\_ 2016 (hereinafter referred to as Invitation to Bid) for hiring services of a professional agency to assist MMTC in appointing a merchant banker / accounting firm.
2. 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 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in favour of MMTC with validity upto 15.03.2017.
3. 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 upto and not exceeding the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) with validity upto 15.03.2017 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 a copy of work order forwarded by MMTC within 3 (three) working days on receipt of work order from MMTC ;
  - c) Shall further arrange to honour the commitment as per the work order within the timelines ; and
  - d) Any other conditions as stipulated by MMTC from time to time.
4. 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 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 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). This Bank further agrees that the decision of MMTC as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.

5. We, \_\_\_\_\_ (Bank) undertake to pay the amount demanded by MMTC not exceeding sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) without any demur, delay, protest and without any reference or recourse to M/s. \_\_\_\_\_ (Bidder) notwithstanding any dispute raised by M/s. \_\_\_\_\_ (Bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
6. 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.
7. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
8. Your demand in writing may be presented to this Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.
9. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. \_\_\_\_\_ (Bidder).
10. The liability of this Bank shall discharge upon receipt of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by MMTC.
11. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially up to 15.03.2017 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.
12. This Guarantee is governed by the Laws of India and comes into force forthwith.

This Bank has the power to issue this guarantee in favour of MMTC Ltd. under the Charter of this Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by this Bank.

Signature : \_\_\_\_\_  
 Name : \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Code : \_\_\_\_\_  
 Seal of Bank : \_\_\_\_\_

**PRICE BID FOR HIRING SERVICES OF A PROFESSIONAL AGENCY TO ASSIST MMTC IN SELECTION  
& APPOINTMENT OF A MERCHANT BANKER / ACCOUNTING FIRM**

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1. **Name of Agency** : \_\_\_\_\_
2. **Correspondence Address** : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- Tel. No(s).* : \_\_\_\_\_
- Fax No(s)* : \_\_\_\_\_
- e-mail ID* : \_\_\_\_\_

ALL INCLUSIVE PROFESSIONAL CHARGES FOR HELPING MMTC IN APPOINTING A MERCHANT BANKER / ACCOUNTING FIRM	Amount Rs. _____  (in words : Rupees _____ _____ only)
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*Note :*

1. Above price bid shall remain valid for 30 days from the date of opening of the price bids by MMTC.
2. Amount in words will be taken as FINAL in case, amount in number and word differs.

Date : \_\_\_\_\_

Authorised Signature with official seal

**Mandatory information to be submitted alongwith Tender Bid**

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**Company Details :**

Company Name :	
Registration No. :	
PAN No. / TAN No. :	
Registered Address :	
Names of Partners / Directors :	
Bidder Type :	Indian / Foreign
City :	
Postal Code :	
Company' establishment year :	
Company's Nature of Business :	
Company's Legal Status :	
Company Category :	

**Company's Contact Person's Details :**

Contact Name :	
Date of Birth :	
Correspondence e-mail ID :	
Designation :	
Phone No. :	
Mobile No. :	

Signature of bidder : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

**CHECKLIST**

1. Tender Document, duly signed/stamped on all pages, as a token of acceptance of terms & conditions of the tender.
2. Bank Guarantee for EMD (format as per **Appendix I**)
3. Duly signed/stamped filled-in Price Bid (format as per **Appendix II**)
4. Documents as specified in **Clause 4.0** of **Section-I**

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