

Tender for “Strategic plan formulation to achieve sustainable business performance”



Tender No.: MMTC/26/CP/Strategic study II/2015-16

Dated: 05/01/2016

**Chief General Manager
Corporate Planning Division
MMTC Limited
CORE-1, SCOPE Complex,
7, Institutional Area, Lodhi Road
New Delhi - 110003, India
Tel. No. 011-24362200
Extension: 1405
Fax: 011 – 24362773**

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Project name: Strategic plan formulation to achieve sustainable business performance

Tender no.: MMTC/26/CP/Strategic study II/2015-16

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Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003 INDIA

Phone: 011 2436 2200 Fax: 0091 011 24362773 Website: www.mmtclimited.gov.in

Letter Inviting bid

1. Letter inviting bid

Tender No. MMTC/26/CP/Strategic study II/2015-16

Date: 05/01/2016

Subject: Strategic plan formulation to achieve sustainable business performance

Dear Sirs,

MMTC Limited, a public sector enterprise functioning under the aegis of the Ministry of Commerce, Government of India has recorded a turnover of over INR 18,242 crore during 2014-15. It is engaged in the field of international trading of minerals, agro products, precious metals, non-ferrous metals, coal & hydrocarbon, fertilizers etc. MMTC is one of the global majors in the minerals trade and is the single largest exporter of minerals from India. For further details please visit our website: www.mmtclimited.gov.in.

Given the changing industry context, the performance of MMTC has not kept pace with its peers. During the last five years (FY'11-FY'15), its topline and PAT has significantly decreased. MMTC aims to significantly improve its position by undertaking a transformation journey that will ensure viable and sustainable growth and profitability over the next five years. In this regards, MMTC invites offers in two part bid system for selection of Management consultant for strategic roadmap creation and implementation assistance. Bidders are requested to submit their offers as per the tender document. The last date of submission of complete response is at 1500 hours IST on 27/01/2016.

Bidders are required to submit "Unpriced Technical Bid" along with supporting documents in **physical mode only**. Bid documents must be mandatorily Binded, Indexed and completely Page numbered as per tender document. "Price Bid" may be submitted either through electronic mode for which bidders may log on to website <https://mmtc.eproc.in> or in the physical mode at the below mentioned address before the closing time of receipt of tender.

MMTC Limited, Corporate Planning Division, 6th Floor, Core-1, Scope Complex, Lodhi Road, New Delhi.

For submitting bids through physical mode, bidders are required to submit "Unpriced Technical Bid" along with supporting documents and "Price Bid" in separate sealed envelopes. Both these envelopes shall be enclosed in a main envelope with name of the bidding company, contact person, phone, fax, e-mail address, tender no. and closing date clearly superscripted on the main envelope. Incomplete offer or offer received after the closing date and time shall be rejected.

(Mahesh Y. Bidikar)
Chief General Manager

2. Introduction

Given the changing industry context, the performance of MMTC has not kept pace with its peers. Its topline has significantly decreased in recent past. Precious metals, gems and jewelry division, with a revenue CAGR of -31% during [FY'10 – FY'15] has majorly affected the overall performance of the company. Other departments such as metal & industrial raw material, minerals, agro products, coal and hydrocarbons have also recorded below par performance. During this period, its PAT has also de-grown with a CAGR of -26%. In this context, MMTC plans to undertake an exercise to create a strategic roadmap & implement the same in order to achieve a sustainable increase in its revenue and profitability over next 5 years.

3. Definitions

3.1 With respect to this document, the following definitions shall apply:

- I. "Instructions to Bidders" shall mean the documents describing the manner in which Bidder shall prepare and submit its bid.
- II. "Letter Inviting Bid" (LIB)/ "Notice Inviting Bid" (NIB) shall mean MMTC's request to Bidder for a Bid/ Tender together with the Bidding Document.
- III. "Tender" or "Bid" shall mean Bidder's offer to perform the Services, in accordance with Bidding Document.
- IV. "Tender Document" or "Bidding Document" shall mean the documents issued to the Bidder including any subsequent addenda to enable Bidder submit the Bid.
- V. "Bidder" or "Tenderer" shall mean the person or company who receives the Tender Document or Bidding Document and submits Tender or Bid to MMTC.

3.2 It shall be Bidder's responsibility to have thorough understanding of the reference documents, site conditions and specifications included in the Bidding Document.

4. Salient features of bidding document

| | | |
|--|---|--|
| Bidding document on website | : | From 05/01/2016 to 27/01/2016 |
| Pre-bid meeting | : | A Pre-Bid Meeting shall be held at 1430 hours (IST) on 13/01/2016 at MMTC, Conference Room, 6 th Floor, Core-1, 7 – Institutional Area, Lodhi Road, New Delhi. Bidder may submit their queries in the format enclosed in the bidding document, if any, latest by 1300 hours of 11/01/2016 addressed to Mahesh Y. Bidikar, Chief General Manager at fax no. 011 - 24362773 or email: cpd@mmtclimited.com |
| Last date and time of submission of Bids | : | 1500 hours. (IST) on 27/01/2016 |

| | |
|--------------------------------------|---|
| Mode | <p>ELECTRONIC MODE: Bidders may log on to website https://mmtc.eproc.in</p> <p>PHYSICAL MODE: Through physical submission at following address: <i>MMTC Limited, Corporate Planning Division, 6th Floor, Core-1, SCOPE Complex, 7- Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA)</i></p> |
| Opening of unpriced technical bids : | <p>1530 hours (IST) on 27/01/2016 In presence of authorized representatives of participating bidders.</p> |

Bidders selected for opening of their price bids shall be informed about the date of presentation and price bid opening at later stage.

If any of the days mentioned above happens to be MMTC holiday, the next working day shall be implied.

5. Project schedule

To successfully achieve the objective of the project, the same is planned to be executed over a period of 6 months from the date of letter of acceptance/fax in following three phases:

- Phase-1: Opportunity identification and selection:** Identify & prioritize product / market opportunities that MMTC may target in the short to medium term to achieve sustainable profitable growth. A total of 5 to 6 opportunities will have to be selected. These could be an extension to existing product / market businesses and also new opportunities
- Phase-2: Strategy and business plan formulation for qualified opportunities:** For the above 5 to 6 selected product – market opportunities, formulate an appropriate strategy and business plan for MMTC. The strategy to be deployed needs to leverage MMTC’s existing competencies / resources optimally
- Phase-3: Target operating model & execution roadmap creation:** Formulate a suitable Target Operating Model (identifying key process requirements, operational infrastructure, IT infrastructure, organization structure, governance model, Operating KPIs / metrics etc.) to ensure operationalization of the identified strategies. Create a suitable execution roadmap specifically identifying strategic initiatives required to be deployed

6. Phase-wise scope of work and deliverables

Phase-1: Opportunity identification and selection

(Time line for this phase is 4 weeks)

Scope of work

- Understand aspirations around growth, profitability, investments and other suitable parameters relevant to MMTC
- Understand and map current core competencies of the business with respect to market and competitive landscape
- For existing business of MMTC (metal and industrial raw material, minerals, agro products, coal & hydrocarbons, precious metals, gems & jewellery, fertilizer & chemicals, other general trade), conduct following activities:
 - Assess industry outlook in different scenarios and make perspectives on the demand supply situation, historical / projected growth, competitive intensity, value chain, margin structure, emerging trends, critical success factors, and other relevant parameters
 - Assess outlook for MMTC's position in the existing businesses in terms of scale, market share, value chain participation, profitability and other suitable parameters
 - Assess likely future growth and profitability along with an estimate of investment required
 - Develop an outlook on relative competitiveness of MMTC in these businesses
 - Based upon the above assessment, recommend businesses where MMTC should look to focus for future growth / profitability
- In addition to the above, identify opportunities that could be logical extension of MMTC's strength / capabilities. For these new/potential diversification areas, conduct the following activities:
 - Identify list of opportunities based upon suitable framework and management workshops.
 - Estimate attractiveness of new opportunities from the perspective of demand and supply, competitive intensity, margin structures and pricing under different scenarios of economic outlook and market evolution
- Specific sectors study on business potential for MMTC covering:
 - Engineering Goods and Project Exports
 - Drugs, Pharmaceuticals and Fine Chemicals
 - New markets - African Countries
- New opportunity segment(s) which can potentially help MMTC to leverage its brand and command premium to be also specifically explored

- Create an integrated view across current and new business opportunities and develop comprehensive list of 15-20 business opportunities
- Use appropriate filters to finalize a portfolio of 5 to 6 qualified opportunities in new/existing businesses based upon
 - Detailed analysis of shortlisted opportunities covering market segments, size, growth, trends, competitive landscape, profitability and other relevant parameters
 - Strategic fit assessment with MMTC's capabilities

Key deliverables

- List of 15-20 options for existing businesses and new areas based upon detailed internal and external analysis
- Recommendation on final portfolio of 5 to 6 opportunities

Phase-2: Strategy and business plan formulation for qualified opportunities

(Time line for this phase is 4 weeks)

Scope of work

- For the qualified opportunities identified in phase-1 formulate appropriate strategy to successfully enter / compete in the market
 - Business strategy to cover all the relevant parameters such as customer / market segments, customer value proposition, key activities / resources to be deployed, nature of alliances / partnership required, revenue model, cost structure etc.
 - Identify critical capability gaps and suggest mitigation options
- Suggest a capability acquisition roadmap that will allow MMTC to compete effectively in the chosen product / market
- Prepare a five year business plan (projected balance sheet, profit & loss at the EBITDA level, and cash flow statements) at both opportunity and aggregate level. Create business scenarios to assess impact on business financials

Key deliverables

- Detailed plan on entry strategy and necessary capability acquisition roadmap
- Five year business plan (BS, P&L, cash flow statements along with requisite scenario analysis)
- Capability acquisition roadmap

Phase-3: Target operating model

(Time line for this phase is 6 weeks)

Scope of work

- Detail out the various aspects of the Target Operating Model covering core business processes, operational / technology infrastructure, organizational structure with associated governance & controls, operational metrics etc.
 - The suggested operating model should take into accounting evolving tax & regulatory landscape and ensure optimal operating footprint
- Identify specific underutilized assets / resources of the firm (e.g. manpower, land bank, access to capital etc.) of the firm and suggest deployment in new businesses that are identified in Phase 2 above
- Develop business-wise and function-wise implementation plan detailing the sequence of key activities and business outcomes for the current business operation and the chosen business opportunities

Key deliverables

- Target operating model for new opportunities (e.g. key process requirements, operational infrastructure, IT infrastructure, organization structure, governance model, Operating KPIs / metrics etc.)
- Report on deployment of underutilized assets / resources in selected product / market opportunities
- Business-wise Implementation plan

7. Bid qualification criteria

Net worth of the Bidder in the immediate preceding Financial Year (FY) should be positive. Bidder to submit the audited annual year report for the immediate preceding FY (including Profit & Loss Account Statement and Balance Sheet) or submit a declaration from their Statutory Auditor stating that the net worth of the Bidder is positive in the immediate preceding FY. In case Financials for 2014-15 are yet to be finalized, Bidders may submit audited Net Worth as on 31-03-2014 and Unaudited Provision Net Worth as on 31-03-2015 with certificate issued by Auditors / CFO / Authorized Signatory that Annual Accounts for FY 2014-15 are not finalized. In such cases, Net Worth as on 31-03-2014 as well as 31-03-2015 should be positive.

However, if finalization of Annual Year Report of the Bidder is not mandatory as per law, Bidder to submit the audited annual year report for the immediate preceding financial year (including Profit & Loss Account Statement and Balance Sheet) of their parent company or submit a declaration from the statutory auditor of their parent company stating that the net worth of the parent company is positive in the immediate preceding FY. Further, Bidder shall also be required

to submit a declaration from the statutory auditor of their parent company that the financial accounts of the Bidder (Indian entity) is not audited.

Bidder has to compulsorily submit the audited balance sheets and profit & loss account for the immediate preceding financial year, for evaluation of the net worth.

The offer of the Bidder whose net worth or their parent company's net worth, as above, is "negative" in the immediate preceding financial year shall not be considered for further evaluation.

8. Evaluation

Evaluation of offer/ proposal shall be done on Combined Quality Cum Cost Based System (CQCCBS) as detailed in the Instructions to Bidders (ITB) enclosed in the Bidding Document. Under the CQCCBS, the Technical Proposal, i.e., Unpriced Technical Bid Evaluation will be allotted weightage of 60% (Maximum Marks = 100) and the Price Proposal will be allotted weightage of 40% (Maximum Marks = 100). Bidder shall be required to submit documents as specified in (ITB) w.r.t the Unpriced Technical Bid Evaluation.

All documents furnished by the Bidder in support of meeting the Net Worth and as per the requirement of Unpriced Technical Bid Evaluation Criteria detailed in ITB shall be signed and stamped by the bid signatory.

Experience of only the bidding entity shall be considered except as specified in the Instructions to Bidders (ITB). A job executed by a Bidder for its own plant / projects shall not be considered as experience for the purpose of Unpriced Technical Bid Evaluation. However, jobs executed for Subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of Unpriced Technical Bid Evaluation subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary / Holding company. Such Bidders shall submit these documents in addition to the documents specified in the Bidding Document for Unpriced Bid Evaluation. Any form of consortium or sub-contracting is not allowed under this Bid.

9. General

9.1 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 **Form N**.

9.2 Bidder shall not be under liquidation, court receivership or similar proceedings.

9.3 The complete Bidding Document is available on the MMTc website: www.mmtclimited.gov.in, on e-tender: <https://mmtc.eproc.in> and on Government website: <http://eprocure.gov.in/cppp>

9.4 Corrigenda/Addenda, if any, shall also be available on the above mentioned web sites. No extension in the bid due date / time shall be considered on account of delay in receipt of any document by mail.

9.5 Bidding documents shall at all times remain the exclusive property of the MMTc.

- 9.6 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.
- 9.7 Unpriced Technical part of the bids shall be opened on the due date, in the presence of authorized representatives of Bidders.
- 9.8 The date and time for the opening of price part of the bids shall be communicated to technically qualified Bidders at later stage.
- 9.9 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.
- 9.10 MMTC reserves the right to reject any or all the bids received at its discretion and to annul the bidding process at any time without assigning any reason whatsoever.
- 9.11 Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- 9.12 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.
- 9.13 For detailed specifications, terms and conditions and other details, refer bidding document.
- 9.14 Clarification, if any, can be obtained from Chief General Manager (Corporate Planning) through Telephone – 011 – 24365799 , E-mail – cpd@mmtclimited.com, Fax– 011-24362773.

10. Instructions to bidders

10. Introduction

10.1 MMTC Limited, a public sector enterprise functioning under the aegis of the Ministry of Commerce, Government of India and is one of the global majors in the minerals trade. The registered office is located at Core-1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi – 110003 (India).

10.2 MMTC herein after referred to as “Owner” for the job of engaging a Consultant for MMTC’s Strategic Roadmap Creation and Implementation (herein after referred to as Project).

11. Scope of work

11.1 The Scope of Work is as mentioned in the “Phase-wise scope of work and deliverables” section in the Bidding Document

12. Eligible bidders

12.1 Bidder shall, as part of their bid, submit a written Power of Attorney authorizing the signatory of the Bid to commit the Bidder.

12.2 The invitation of bid is open to the Bidder(s) who have been issued Letter Inviting Bids (LIB.)

12.3 Bidder should not be under liquidation, court receivership or similar proceedings.

12.4 The Bidder shall not be on negative list of MMTC as on the due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such Bidders shall not be considered for opening / evaluation / award.

12.5 If the Bidder is placed on negative list of MMTC after opening of unpriced bids but before opening of price bids, further evaluation shall be stopped and the corresponding price bid will not be opened.

13. Cost of bidding

13.1 All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. MMTC in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.

14. Acknowledgement & confirmation

14.1 After receiving this Bidding Document, Bidder shall immediately acknowledge and confirm his intention to bid for the tendered work as per pro forma “Acknowledgement-Cum-Consent Letter, **Form -K**” enclosed in Bidding Document. Bidder also must intimate their intention of not quoting if they are not submitting the Bid.

15. Bidding document

15.1 The Bidding Document can be downloaded from the designated website(s) of MMTC. The Bidding Document shall consist of the following and should be read in conjunction with any amendment issued subsequently:

- Letter Inviting Bids (LIB).
- Instructions to Bidders and its attachments.
- Commercial Terms & Conditions (CTC)
- Schedule of Rates (SOR)
- Technical Part – Phase wise scope of work and deliverables

15.2 Bidder shall submit the Master Index of the Bidding Document duly signed and stamped in token of having received, read and complied to all parts of Bidding Document. The Bidding Document shall be read in conjunction with any amendment.

15.3 The Bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document. Failure to furnish all information required as per the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect may result in the rejection of the Bid.

15.4 Bidding documents once downloaded are non-transferable in other name and shall at all times remain the exclusive property of the Owner with a license to the Bidder to use the Bidding Documents for the limited purpose of submitting the bid.

15.5 Bidder shall treat the Bidding Document and contents thereof as confidential. If at any time, during the bid preparation stage, Bidder decides to decline to Bid, all documents must be immediately returned to MMTC.

16. Clarification of bidding document

16.1 Although the details presented in this Bidding document consisting of Commercial Terms & Conditions and phase wise scope of work and deliverables have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood and it includes all documents as per the Index.

16.2 Bidder shall examine the Bidding document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, Bidder may request information/ clarification/query of the Bidding Document in writing as per the format enclosed in the Bidding Document (**Form-G**) of Proposal Forms) by hand or through E-mail/Fax/ MMTC's mailing address indicated in the Instructions to Bidder so as to reach office of MMTC not later than ten days prior to opening of unpriced technical bids or two days before pre-bid meeting whichever is earlier. MMTC will respond in writing to any request for any information or clarification or query of the Bidding Document received up to that date. MMTC's response (including an explanation of the query) will be sent in writing to all Bidders (without disclosing source of such query) who have been issued the LIB.

16.3 Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance with the agreement. Bidders are requested to resolve all their clarifications/queries to the Bidding Document before due date of submission of bid and submit their bid in total compliance to Bidding Document without any deviation /stipulation /clarification /assumption. Accordingly,

Bidder must submit format for "Compliance to bid requirement" as per the format enclosed in the Bidding Document duly filled in along with Unpriced part of bid.

16.4 The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible to all who have been issued the LIB. Any modification of the Bidding Document, which may become necessary as a result of the Bidders query, shall be sent to all Bidders who have been issued the LIB through the issue of an Addendum/ Amendment.

16.5 The Bidder (s) or his designated representative, may attend a pre-bid meeting as per the details given in the LIB. The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage.

17. Amendment of bidding document

17.1 MMTC may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder(s), issue amendment in the form of Addendum during the bidding period or subsequent to receiving the bids. Any Addendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum duly signed and stamped in token of his acceptance.

17.2 In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price / revised price, if any.

18. Language of bid

18.1 The Bid prepared by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and MMTC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

18.2 In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

19. Compliance to bid requirement

19.1 Bidder to note that this is a ZERO deviation Bidding Document. Owner will appreciate submission of offer based on the provisions indicated in the Bidding Document to avoid wastage of time and money in seeking clarifications on technical / commercial aspect of the offer.

19.2 Accordingly, Bidder must submit format for "Compliance to Bid requirement" as per as per the format enclosed in the Bidding Document duly filled in along with Unpriced part of Bid.

19.3 In case Bidder stipulate deviations, Owner have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidder to make good such deficiency.

20. Documents comprising bid

The Bid should be prepared by the Bidder and shall be submitted in two parts as per the following details.

- i. PART – I : Unpriced Technical Bid
- ii. PART - II : Price Bid

20.1 PART- I

This part shall contain scanned copies of Unpriced Technical bid, which shall comprise the following, and shall be serially numbered and arranged in the order:

- i. Covering letter of Bid on Bidder's letter head as per the proforma given in the Bidding Document.
- 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 including amendments/addendums and having accepted and considered the same in preparing and submitting the Bid.
- iii. Power of Attorney in favor of signatory (ies) of the bid.
- iv. Documents as mentioned in **Clause 31.12** (Unpriced Bid Evaluation Criteria) of ITB along with the duly filled relevant Forms as per Form- **A1, A2, A3 & A4** of Proposal Forms.
- v. Declaration for Net Worth as per **Form-B** of Proposal Forms along with supporting documents, i.e., Annual financial statements/ declaration by statutory auditor etc. as mentioned in the LIB
- vi. Compliance to Bid requirement as per **Form-D** of Proposal Forms.
- vii. Declaration that Bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy' as per **Form-E** of Proposal Forms.
- viii. Technical offer and other details, if any, required as per Bidding Document.
- ix. Check-List of submission of bid as per **Form-F** of Proposal Forms.
- x. Declaration by Bidder as per **Form-H** of Proposal Forms.
- xi. Bidders General Information as per **Form-I** of Proposal Forms.
- xii. Bidder's Bank Account details as per **Form-J** of Proposal Forms.
- xiii. Bidder's declaration that they are not under any liquidation, court receiver ship or similar proceedings.
- xiv. Organization details: In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of Registration of firm'. In case Bidder

is a partnership firm, certified copy of the partnership deed. In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum/ Articles of Association.

- xv. Any other information required in the Bidding Documents or considered relevant by the bidder. All documents furnished by the Bidder in support of meeting the Net Worth and as per the requirement of Unpriced Bid Evaluation Criteria (Clause 23.12 of ITB) shall be signed and stamped by the bid signatory.

20.2 PART - II - PRICE BID

This Part shall contain duly filled in, signed and stamped Schedule of Rates as provided in the Bidding Document at the designated place as per the requirement.

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.

21. Bid prices

21.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the total works as described in Bidding Document.

21.2 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.

21.3 The prices quoted shall be based on the conditions specified in phase wise scope, deliverables and other contents of Bidding Document

21.4 The quoted Price shall be deemed to be inclusive of out-of-pocket expenses (OPE), all taxes and duties except Service Tax till the completion of the work.

21.5 It is for the Bidder to assess and ascertain the rates of applicable Taxes & Duties for the tendered work. It is clearly understood that MMTC will not have any additional liability towards payment of applicable Taxes & Duties as a result of Bidder's wrong assessment / interpretation of applicable taxes & duties.

21.6 Alternative bids shall not be considered.

21.7 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.

21.8 Price shall be inclusive of all taxes & duties except Service Tax and Edu. Cess.

21.9 Price shall be quoted in figures and 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.

21.10 No comment, explanation or clarification in Schedule of Rates (SOR) is acceptable. No condition in price part shall be acceptable.

22. Currencies of bid & payment

22.1 The Bidder shall quote in Indian Rupees and shall be paid in Indian Rupees only.

23. Bid validity

23.1 Bid submitted by Bidder shall remain valid for a minimum period of 02 (Two) months from the date of opening of Unpriced technical bid (Part-I) Bids. Bidders shall not be entitled during the said period of two months, without the consent in writing of the Owner, to revoke or cancel their Bid or to vary the Bid given or any term thereof.

23.2 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.

24. Format and signing of bid

24.1 The Bidder shall submit a physical bid as per the provisions and guidelines given in this Bidding Document.

24.2 All documents/files of the bid shall be signed by the person having valid Power of Attorney (POA) at the time of bid submission. Any consequences resulting due to such signing shall be binding on the Bidder.

25. Check list for submission of bid

25.1 To assist Bidder in ensuring the completeness of bid, a checklist for submission of various documents/details in un-priced commercial part of bid, has been enclosed.

25.2 Bidder is required to fill the checklist and submit along with the bid for ready reference.

26. Marking and submission of bids

26.1 Bidders are required to submit "Unpriced Technical Bid" along with supporting documents and "Price Bid" either through electronic mode for which bidders may log on to website <https://mmtc.eproc.in> or in the physical mode at the below mentioned address before the closing time of receipt of tender.

MMTC Limited, Corporate Planning Division, 6th Floor, Core-1, Scope Complex, Lodhi Road, New Delhi.

For submitting bids through physical mode, bidders are required to submit "Unpriced Technical Bid" along with supporting documents and "Price Bid" in separate sealed envelopes. Both these envelopes shall be enclosed in a main envelope with name of the bidding company, contact person, phone, fax, e-mail address, tender no. and closing date clearly superscripted on the main envelope. Incomplete offer or offer received after the closing date and time shall be rejected.

26.2 If the envelope is not sealed and marked as above, the owner will assume no responsibility for the misplacement or premature opening of the bid.

27. Deadline for submission of bid

27.1 The bid must be submitted physically within due date and time for bid submission as specified in LIB.

27.2 MMTC may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail / fax or any written communication to all prospective Bidders who have downloaded the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Employer / Consultant and Bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

28. Late bids / unsolicited bids / bid submission at other place

28.1 Any bids received after the specified deadline will not be considered for opening / evaluation / award and such bids may be returned to the Bidders at the sole discretion of Owners.

29. Modification and withdrawal of bids

29.1 The Bidder may modify, re-submit or withdraw its bid after the bid submission, but, before the due date of submission as per provision of this tender document. However, the Bidder should ensure that it is their revised bid and same should clearly be specified in the revised bid.

29.2 No bid shall be allowed to be modified after the deadline for submission of bid.

29.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity.

30. Bid opening

30.1 MMTC will open the un-priced technical bids in the presence of Bidders' designated representatives at date & time as stipulated in LIB at the address given in the Bidding Document. The Bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.

30.2 Bidder's names and any other such details as MMTC may consider appropriate will be announced by MMTC.

31. Evaluation of unpriced technical bids

31.1 Prior to detailed evaluation of bids, the Owner will determine whether each bid totally comply with the requirement of Bidding Document.

31.2 The Owner will examine the bids to determine whether they are complete and whether the bids are generally in order.

31.3 Prior to the detailed evaluation, the Owner will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding documents. A substantially responsive Bid is one which conforms to the terms, conditions and specification of the Bidding Documents without material deviation. 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 OWNER'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.

31.4 Net worth of the Bidder / Bidder's Parent Company in the preceding financial year shall also be determined in line with the requirement of Bidding Document. The offer of the Bidder whose Net Worth or their Parent Company's Net Worth, as mentioned in LIB, is "Negative" in the immediate preceding financial year shall not be considered for further evaluation.

31.5 The Owner will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Document on the basis of details/documents submitted by the Bidder in the bid at the first instance. In order to reach such a determination, the Owner will examine and compare the technical aspects of the bids on the basis of the information supplied by the Bidders, taking into account the following factors:

- a. Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/ specifications defined in the bid document, consistency and detail may be rejected as non-responsive.
- b. Any other relevant factor, if any that MMTC deems necessary or prudent to be taken into consideration.

31.6 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.

31.7 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.

31.8 Bidders shall however note that no revision in quoted Rates shall be allowed, in case Bidder still stipulate the deviations which are not accepted by the Owner and are required to be withdrawn by the Bidder in favor of stipulations of the bidding document.

31.9 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.

31.10 Unsolicited post tender modifications

Bidders are advised to quote strictly as per terms and conditions of the Bidding Document and not to stipulate any deviations/exceptions. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought on any deviations or exceptions mentioned in the bid. Similarly, no revision

in quoted price shall be allowed should the deviations stipulated by him are not accepted by Owner and are required to be withdrawn by him in favor of stipulation of the Bidding Document. Any proposed price changes is likely to render the bid liable for rejection. In case of unsolicited price increase, such offer(s) of the Bidders shall be rejected. In case of unsolicited price decrease, the Bidder(s)'s offer shall be compared as per originally quoted prices and if the Bidder happens to be the recommended Bidder, the decrease in prices shall be taken into account for ordering.

31.11 Complete scope of work

The complete scope of work has been defined in the Bidding Document. Only those Bidders who take complete responsibility for the complete scope of work as contained in the bidding document shall be considered as acceptable.

31.12 Unpriced technical bid evaluation criteria

The Technical Proposal shall be evaluated as per the following evaluation criteria mentioned in the table below:

| S. No. | Criteria | Maximum marks | 100% marks | 75% marks | 50% marks | Zero Marks |
|--------|--|---------------|-----------------|-------------------|-------------------|-----------------|
| 1 | About the firm | | | | | |
| | a) Years of operation in India | 10 | > 7 years | 7 - 5 years | 4 years | < 4 years |
| | b) Number of full time employees in business / Management consulting team | 5 | > 100 | 100 - 76 | 75 - 50 | < 50 |
| | c) Annual revenue of the firm in last three financial years (Rs. In Crore) | 5 | > 50 | 50 - 30 | < 30 up to 20 | < 20 |
| | | | | | | |
| 2 | Relevant experience of consulting firm: Similar corporate strategy assignments carried out in the past 5 years in India with minimum project value of INR 50 lacs (at least one completed and others on-going projects - date of commencement of on-going project should be prior to 1 st May 2015. | 25 | > 6 assignments | 6 - 5 assignments | 4 - 3 assignments | < 3 assignments |

| | | | | | | |
|----|--|----|------------|--------------|-------------|-----------|
| 3 | Technical proposal and client presentation on proposed approach & methodology, work-plan, presentation, execution philosophy etc. | 35 | - | - | - | - |
| 4a | <u>Team configuration for the assignment:</u> Relevant experience of proposed team leader for similar strategy formulation & deployment assignments. The team leader should have either been a leader or a full time team member in such assignments; Team Leader should be available at least 20% of the total time for this assignment | 10 | > 10 years | 10 - 9 years | 8 - 7 years | < 7 years |
| 4b | <u>Team configuration for the assignment:</u> Relevant experience of proposed project manager for similar assignment; Project Manager should be available full time for this assignment | 5 | > 7 years | 7 - 5 years | 4 - 3 years | < 3 years |
| 4c | <u>Team configuration for the assignment:</u> Experience of the balance team proposed in corporate strategy assignment | 5 | > 5 years | 5 - 3 years | 2 year | < 2 years |

Notes:

- I. In case any bidder does not fulfill the minimum qualification in any of the listed criteria and therefore secure zero (o) marks in such criteria, such bidder shall stand disqualified in technical bid.
- II. The marks obtained shall be totaled and such total should be not less than 60%. Bidders obtaining 60% and above marks will only be called for presentation.
- III. In support of the relevant experience of consulting firm as mentioned at SL No. 2 in above table:

a) Bidder has to submit details (work order and completion certificate in respect of completed assignments and copy of work order in respect of on-going projects) (corporate strategy) carried out in India with details as required in **Form-A1**.

- IV. Bidder will have to give a presentation in response to the item mentioned at SL No. 2 in above table to MMTC. The date of the presentation shall be intimated to the bidder after opening of unpriced bids
- V. In support of the team configuration for the assignment – team leader mentioned at Sl. No. 4(a) in above table:
- a) Bidder to submit the details of the team leader in **Form-A2** along with their CVs duly signed by the team leader and the bid signatory.
- b) Bidder may submit at least CVs of 2 two proposed Team Leaders.
- c) Bidder to also submit an undertaking that one of the above team leader shall be available for at least 20% of the total duration for this assignment.
- VI. In support of the Team Configuration for the assignment – Project Manager mentioned at Sl. No. 4(b) in above table:
- a) Bidder to submit the details of the project manager in **Form-A3** along with their CVs duly signed by the project Manager and the bid signatory.
- b) Bidder may submit the CVs of at least 2 two proposed Project Managers.
- VII. In support of the team configuration for the assignment – balance team mentioned at Sl. No. 4(c) in above table:
- a) Bidder to submit the details of the team member(s) in **Form-A4** along with their CV(s) duly signed by the team member(s) and the bid signatory.
- b) Bidder to submit the CVs of at least twice the number of persons as proposed by them for this assignment.

31.13 Based on the details / documents submitted and the presentation given by the Bidder(s), Marks will be assigned to the Bidder(s) for each criteria out of the maximum marks indicated above at Clause 31.12 based on the qualitative analysis. Bidder(s) having obtaining minimum qualifying mark of 70 w.r.t. unpriced technical bid evaluation criteria mentioned at Clause 31.12 above, shall be deemed to be qualified and invited for price bid opening.

32. Opening of Price Bid

32.1 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, marks secured by the bidder w.r.t. unpriced technical bid evaluation criteria (Clause 31.12) as worked out above and total price as quoted by the bidders shall be read out.

33. Arithmetic Corrections

- 33.1 During evaluation of price, if some discrepancies are found in the amount given in words and figures, the amount which corresponds to it in words shall prevail
- 33.2 In case there is a difference between the price quoted in physical mode and electronic mode, the lower price shall be considered.

34. Evaluation of price bid

The “Total Lump sum Price” quoted by the bidder, after arithmetic correction, shall be taken up for evaluation.

- 34.1 Any uncalled for lump sum / percentage or ad hoc reduction / increase in prices, offered by the Bidders after submission of price Bid, shall not be considered. However, if reduction is from the recommended bidder, such reduction shall be taken into account for arriving at the contract value.
- 34.2 In case prices are not filled up in the priced bid and are not as per the requirements of the bidding document, the same shall not be considered for evaluation.
- 34.3 The price proposal shall have a weightage of 40%. The lump sum price, as above, shall be converted to “Evaluated Price Marks” out of 100 as under:

L1 Bidder (Lump sum Price) is assigned an Evaluated Price Marks of 100.

And, “Evaluated Price Marks” of other Bidder’s (say lump sum Price is LX) shall be

= (L1 Lump sum price/ LX Lump sum price) x 100

In other words Evaluated Price Marks shall be inversely proportional to the lump sum Price

35. Total Evaluated price

- 35.1 Evaluation of offer/ proposal shall be done on Combined Quality Cum Cost Based System (CQCCBS) wherein the Technical Proposal, i.e., Unpriced Technical Bid Evaluation will be allotted weightage of 60% (Maximum Marks = 100) and the Price Proposal will be allotted weightage of 40% (Maximum Marks = 100) which shall be worked out as mentioned above.
- 35.2 Total Evaluated Marks shall be sum of Evaluated Marks in Unpriced Technical Bid Evaluation + Evaluated Marks in Price Proposal.
- 35.3 Bidder having highest total Evaluated Marks shall be recommended for further negotiation, if any, and award of the work.

36. Contacting the owner

- 36.1 Bidders are advised not to contact MMTC on any matter relating to its bid from the time of Bid opening to the time Contract is awarded, unless requested to in writing. Any effort by a Bidder to influence MMTC in any of the decision in respect of Bid evaluations or Award of Contract will result in the rejection of Bid.

37. Award of contract

37.1 Owner's right to accept or reject any bid

The Owner 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 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 Owner's action.

38. Notification of award

38.1 The Owner will notify the successful Bidder in writing by Letter / Fax of Acceptance that their bid has been accepted. The Letter / Fax of Acceptance will constitute the formation of a Contract until the formal Contract agreement has been signed.

39. Contract agreement

39.1 The successful Bidder shall execute a formal contract with the Owner within specified period from the date of issue of Letter / Fax of Acceptance on a non-judicial stamp paper, purchased from Delhi, of appropriate value (Rs. 100/-). The cost of non-judicial stamp paper shall be borne by the successful Bidder.

39.2 Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by the Owner and Bidders acceptance thereof shall constitute a binding contract between the successful Bidder and the Owner based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

39.3 The Contract document shall consist of the following:

- i. Original Bidding Document along with its enclosures.
- ii. Amendment /Corrigendum to original Bidding Document, if any.
- iii. Letter / Fax of Acceptance
- iv. Detailed letter of Acceptance along with enclosures attached therewith.

40. Contract performance bank guarantee (CPBG)

40.1 Within FIFTEEN (15) days from the date of notification of award of works by the Owner, the successful Bidder shall furnish the required CPBG for an amount equal to ten percent of the total Contract value in the form of a Bank Guarantee in accordance with pro forma enclosed in the Bidding Document in line with the provisions indicated in the Commercial Terms & Conditions. No interest shall be payable by the Owner for sum deposited as CPBG in any form whatsoever. The CPBG shall remain valid or extended until 3 (three) months after successful execution of Contract.

40.2 Failure of the successful bidder to comply with requirement of **clauses 39.1** and above shall constitute sufficient grounds for annulment of the award of work.

41. Fraudulent practices

- 41.1 The Owner requires that Bidders / Consultant observe the highest standard of ethics during the award/ execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the Owner, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.
- 41.2 The Owner will reject a proposal for award if it determines that the Bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question. Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids.
- 41.3 In case, the information/ document furnished by the Bidder / Consultant forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, Owner shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder / Consultant without any prejudice to other rights available to Owner under the contract such as forfeiture of CPBG/ Security Deposit, withholding of payment etc.
- 41.4 In case, this issue of submission of false documents comes to the notice after execution of work, Owner shall have full right to forfeit any amount due to the Bidder / Consultant along with forfeiture of CPBG/ Security Deposit furnished by the Bidder/Consultant.
- 41.5 Further, such Bidder/ Consultant shall be put on Blacklist/ Holiday/ Negative List of Owner debarring them from future business with Owner for a time period, as per the prevailing policy of Owner."

42. Clarification requests from bidders

- 42.1 A Bidder may seek clarifications regarding the Bidding Document provisions, bidding process and / or rejection of his bid. Owner shall respond to such requests within a reasonable time.

43. INSTRUCTIONS TO BIDDERS REGARDING E-TENDER

Bidders are advised to read the following instructions for participating in the electronic tenders directly through internet:

- I. Late and delayed Bids/Offer after due date/time shall not be permitted in On-line Tender system. No bid can be submitted after the last date and time of submission has reached. (however if bidder intends to change the bid already entered may change/revise the same on or before the last date and time of submission deadline). The system time (IST) that will be displayed on e-tender web page shall be the time and no other time shall be taken into cognizance.
- II. Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well in advance before the closing date and time of bid.
- III. No bid can be modified after the dead line for submission of bids.

After final bid submission, system generates an acknowledgement in the form of “Bid Number” that should be kept as a proof of successful bid submission. Sample of such acknowledgement is shown below.

SPECIAL TERMS & CONDITIONS FOR E-TENDER:

1. Offers to be submitted online on MMTC’s e-procurement portal (<https://mmtc.eproc.in>) against the respective tender along with scanned copy of duly signed offer on letterhead.
2. The bidder should have legally valid CLASS III DIGITAL SIGNATURE CERTIFICATE from the licensed certifying authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India for submission of their bid on MMTC e-procurement portal.
3. Bidders are requested to register on the e-procurement portal. The bidder should have a valid user ID to access e-procurement portal of MMTC.
4. Bidders are advised to print and save bid submission receipt after submission of bids.
5. The internet browser used should be Internet Explorer version 10.0 and above.
6. The operating system should be Microsoft Windows 7.
7. Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
8. For any technical issues/difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk:

| | | |
|--|--------------------------|----------------|
| HELPDESK TIMINGS: 1000 HRS. TO 1700 HRS. IST (MONDAY TO FRIDAY (EXCLUSIONS: MMTC HOLIDAYS)) | | |
| Contact Nos.: +91-124-4302000 for helpdesk officers | | |
| Dedicated helpdesk for MMTC | | |
| Name | E-mail | Phone Numbers |
| PANKAJ KUMAR | Pankaj.verma@c1india.com | +91-9910433177 |

11. Proposal Forms

Form A1

Relevant experience of Consulting Firm in past 5 years

| S. No. | Name of the client | Location of client | Scope of work | Project Duration | Industry |
|--------|--------------------|--------------------|---------------|------------------|----------|
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Notes:

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

Form A2

Details of Proposed Team Leader(s)

| S. No. | Name & Designation | Qualification | Total No. of Years of Experience | Relevant Experience as a part of Bidding entity (give details in 1- page CV) |
|--------|--------------------|---------------|----------------------------------|--|
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Note:

- 1 Bidder to submit the CVs of each Proposed Team Leader duly signed by the concerned Team Leader and the bid signatory.
- 2 The Team Leader to be deployed for this assignment should be regular & full time employee of bidder & should be on payroll.
- 3 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.
- 4 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 A3

Details of Proposed Project Manager(s)

| S. No. | Name & Designation | Qualification | Total No. of Years of Experience | Relevant Experience as a part of Bidding entity (give details in 1- page CV) |
|---------------|-------------------------------|----------------------|---|---|
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Note:

- 1 Bidder to submit the CVs of each Proposed Team Leader duly signed by the concerned Team Leader and the bid signatory.
- 2 The Team Leader to be deployed for this assignment should be regular & full time employee of bidder & should be on payroll.
- 3 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.
- 4 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 A4

Details of Balance Members

| S. No. | Name & Designation | Qualification | Total No. of Years of Experience | Relevant Experience as a part of Bidding entity (give details in 1- page CV) |
|---------------|-------------------------------|----------------------|---|---|
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Note:

- 1 Bidder to submit the CVs of each Proposed Team Leader duly signed by the concerned Team Leader and the bid signatory.
- 2 The Team Leader to be deployed for this assignment should be regular & full time employee of bidder & should be on payroll.
- 3 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.
- 4 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-B

Format for declaration towards net worth of the bidder

A. NET WORTH FOR LAST AUDITED FINANCIAL YEAR: _____

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Form C

Affidavit

AFFIDAVIT OF, S/o D/o _____, resident of _____
EMPLOYED AS _____ WITH _____ HAVING
OFFICE AT _____ PIN..... I, the above named deponent do hereby
solemnly affirm and state as under:-

1. That I am the authorized representative and signatory of M/s.....
2. That the document (s) submitted, as mentioned hereunder, by M/s along with the Bid Document submitted under covering letter no. dated towards Tender No. for..... (Project) has / have been submitted under my knowledge.
3. That the document(s) submitted, as mentioned above, by M/s along with the Bid Document, vide covering letter no. dated, towards Tender No. for are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) is false, forged or fabricated.
4. That no part of this affidavit is false and that this affidavit and the above declaration in respect of genuineness of the documents has been made having full knowledge of (i) the provisions of the Indian Penal Code in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of bidding conditions which entitle the Owner / MMTC to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.
5. I depose accordingly.

DEPONENT

VERIFICATION

I, the deponent above named do hereby verify that the factual contents of this affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Verified at on this day of20....

DEPONENT

Form D

SUBJECT: Strategic plan formulation to achieve sustainable business performance

BIDDING DOCUMENT NO. : XYZ

COMPLIANCE TO BID REQUIREMENT

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 (Un-priced as well as Priced) shall not be recognized and shall be treated as null and void.

Stamp and signature of bidder: _____

Name of bidder: _____

NOTE: To be stamped and signed by the authorized signatory and submitted along with unpriced technical bid part

DECLARATION

SUBJECT: Strategic plan formulation to achieve sustainable business performance

BIDDING DOCUMENT NO. : XYZ

Dear Sir,

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

We further confirm that, we have not been blacklisted or kept under holiday by any Public Sector Undertaking / Government Organization / MMTC Limited.

We also confirm that the contents of this Tender no. have not been modified or altered by M/s. (Name of the Bidder with complete address).

We agree that if any noticed in future, our Bid may be rejected / terminated.

Stamp and signature of bidder: _____

Name of bidder: _____

Place: _____

Date: _____

Form F

Check list for submission of bid

Bidder is requested to fill this check list and ensure that all details/documents have been submitted as called for in the Bidding Document along with duly filled in, signed & stamped checklist with the "Unpriced Technical Bid" [Part-I]

Please tick (✓) the box and ensure compliance:

| S. No. | Description | Bidder's Reply / Confirmation |
|--------|--|-------------------------------|
| 1 | Cover letter of bid as per form-L | |
| 2 | Validity of Bid shall be 2 months from the date of opening of unpriced technical bid part. Master Index along with addendum, if any, duly filled in, signed and stamped in each page. | |
| 3 | Power of Attorney in favor of person who has signed the Bid or declaration of proprietorship/Individual | |
| 4 | Documents against technical weightage requirement (Form-A1,A2,A3,A4) | |
| 5 | Declaration towards Net Worth (Form-B) and Audited Annual Report for the immediate preceding financial year / Declaration from Statutory Auditor as per LIB | |
| 6 | Declaration by authorized signatory (Form – C) (Confirmation of authenticity of documents) | |
| 7 | Bid Compliance Statement (Form-D) (confirmation for no deviation stipulated in Bid) in the pro forma enclosed. | |
| 8 | Declaration that Bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy' (Form-E) | |
| 9 | Declaration by Bidder as per Form-H | |
| 10 | Bidders General Information as per Form-I | |
| 11 | Bidder's Bank Account details as per Form-J | |
| 12 | Unpriced copy of Schedule of Rates | |
| 13 | Duly filled in Price bid in separate sealed envelope | |
| 14 | Any other information required in the Bidding Documents or considered relevant by the Bidder. | |
| 15 | Technical proposal and other details, if any, required as per Bidding Document | |
| 16 | Organization details as detailed in Clause 20.1.1.XIV | |

Stamp and signature of bidder: _____

Name of bidder: _____

Form G

BIDDER'S QUERIES

| S. No. | Bidding document | | | Subject | Bidder's query | Owner's reply |
|-------------------|-------------------------|----------|------------|----------------|---------------------------|--------------------------|
| | Part/Volume | Page no. | Clause no. | | | |
| | | | | | | |

Note:

1. Bidder's queries may be sent by fax to fax numbers 011 - 24362773 and also by e-mail to cpd@mmtclimited.com

2. Technical and Commercial queries, if any, must be submitted separately in editable format as per this format.

Stamp and signature of bidder: _____

Name of bidder: _____

Form-H

DECLARATION BY THE BIDDER

We _____ (Name of the Bidder) 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 Contract 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 and submitted in Price Bid in separate envelope. 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: This declaration should be signed by the Bidder's representative who is signing the Bid.

Form-I

Bidder's general information

1 Bidder Name: _____

2 Number of years of operation:

3 Address of registered office:

4 Operation address (if different from above):

5 Telephone No. _____

6 E-mail address _____

7 Website _____

8 Fax number

9 ISO certification (if any) _____

10 Service tax registration number

11 Pan no. _____

Stamp and signature of bidder: _____

Name of bidder: _____

| S. No. | Organization name | Information required with bids |
|--------|--|--------------------------------|
| 1 | Manpower Global (Excluding India), Year of establishment | |
| 2 | Manpower In India, Year of establishment | |
| 3 | Manpower in India devoted to business consulting | |
| 4 | Total number of partners; and partners associated with corporate strategy in India | |
| 5 | CVs of team leader/ alternate | |
| 6 | Areas of Practice/ operation: | |
| | Organization Strategy, Growth Strategies | Yes/ No |
| | Corporate finance | Yes/ No |
| | Government/ PSUs | Yes/ No |
| | Energy & Utilities | Yes/ No |
| | Financial Institutions | Yes/ No |
| | Automotive | Yes/ No |
| | Communications | Yes/ No |
| | Marketing and sales | Yes/ No |
| | Consumer & Retail | Yes/ No |
| | High Tech & Electronics | Yes/ No |
| | Pharma & Health Care | Yes/ No |
| 7 | Total Offices Global (Excluding India) | |
| 8 | Offices in India | |
| 9 | Annual Turnover INR Cr. (Last 3 years) | |
| | | FY 2014-15 |
| | | FY 2013-14 |
| | | FY 2012-13 |

Stamp and signature of bidder: _____

Name of bidder: _____

Form-J

Bank mandate 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
 - 9 digit code number of the bank and branch
 - Type of account (SB, Current, Credit)
 - Account number
 - Whether branch is RTGS/NEFT enabled (if yes, then Bank's IFSC code)

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving payment through electronic mechanism.

(_____)

Signature of the authorized signatory (ies) & Designation

Place:

Date:

Official seal of the company

BANK CERTIFICATION

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

Bank's Stamp

Place:

Date:

Signature of the authorized official of the bank

Form-K

(To be typed on Bidder's Letter Head)

Acknowledgement cum consent letter

SUBJECT: Strategic plan formulation to achieve sustainable business performance

(BIDDING DOCUMENT NO.: XYZ)

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Document along with enclosures for subject works as per the Master Index for our use in preparing the Bid. We undertake that the contents of the above Bidding Document shall be kept confidential and further that the contents of the documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

- A. We intend to bid as requested for the subject works and furnish following details with respect to our quoting office:
- B. Contact person at Delhi, if any
- C. We are unable to bid for the reasons given below and we are returning back the entire set of Bidding Documents.

Reasons for non-submission of Bid:

Agency's name:

Signature: _____
Name: _____
Designation: _____
Date: _____

NOTE: Bidder is requested to furnish the details mentioned at (A) and (B) or (C) immediately after receipt of bidding Document.

(SIGNATURE OF BIDDER)

Form-L

(To be typed on bidder's letter head)

Covering letter for submission of offers

From:

Our Ref: _____ Dated _____

SUBJECT: Strategic plan formulation to achieve sustainable business performance

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,

Very Truly Yours,

(Signature of Authorised person)

Full Name:

Designation:

Company Seal:

Form-M

Proforma for letter of authority for attending unpriced / priced bid opening

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

Bidding Document No.: XYZ

SUBJECT: Strategic plan formulation to achieve sustainable business performance

Dear Sir,

We _____ hereby authorize following representative(s) to attend Un-priced / Price bid opening against your Bidding Document No.

1. 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

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 un-priced technical and price bid opening.

C. Bidder's authorized executive is required to carry a copy of this authority letter while attending the un-priced bid opening and price bid opening and submit the same to MMTC.

Form N

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.

12. Form of contract performance bank guarantee

Bank Guarantee No. _____ dated _____

(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 Dhanlakshmi Bank)

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 registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India and one of its office at _____ (hereinafter called "the MMTC) have entered into Contract No. _____ dated _____ (hereinafter called 'the CONTRACT') for _____ with M/s. _____ (name) address _____, (hereinafter called the 'XX')
- 2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a Performance 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 'XX', we _____ Bank, _____ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of Rs. _____ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' 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 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to 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 untilwith claim period upto.....
- 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 with claim period upto.....

- 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 or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" 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 M/s 'XX'.
- 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 'XX'.
- 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 us by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2015

Yours faithfully

For and on behalf of Bank

(Address)

(Banker's Seal)

Validity :: XXXX 2016
Claim period :: XXXX 2016

NB :

1. Value equivalent to 5% (with positive tolerance of 5%) of the contractual value.
2. On a stamp paper of applicable amount to be executed by a New Delhi Branch of a Scheduled Bank other than Gramin Bank, Nainital Bank, Dhanlakshmi Bank or Cooperative Bank
3. 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.

13. Proforma of agreement

AGREEMENT NO _____

This AGREEMENT (hereinafter called the “Agreement”) is made on the _____ day of the month of _____ 2015, 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 vide its tender for Preparation of Strategic plan formulation to achieve sustainable business performance (hereinafter called the “**Consultancy**”)
- 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:

1.0 Scope of work and deliverables

1.1 Phase-1: Opportunity identification and selection

(Time line for this phase is 4 weeks)

Scope of work

- Understand aspirations around growth, profitability, investments and other suitable parameters relevant to MMTC
- Understand and map current core competencies of the business with respect to market and competitive landscape
- For existing business of MMTC (metal and industrial raw material, minerals, agro products, coal & hydrocarbons, precious metals, gems & jewellery, fertilizer & chemicals, other general trade), conduct following activities:
 - Assess industry outlook in different scenarios and make perspectives on the demand supply situation, historical / projected growth, competitive intensity, value chain, margin structure, emerging trends, critical success factors, and other relevant parameters

- Assess outlook for MMTC's position in the existing businesses in terms of scale, market share, value chain participation, profitability and other suitable parameters
- Assess likely future growth and profitability along with an estimate of investment required
- Develop an outlook on relative competitiveness of MMTC in these businesses
- Based upon the above assessment, recommend businesses where MMTC should look to focus for future growth / profitability
- In addition to the above, identify opportunities that could be logical extension of MMTC's strength / capabilities. For these new/potential diversification areas, conduct the following activities:
 - Identify list of opportunities based upon suitable framework and management workshops.
 - Estimate attractiveness of new opportunities from the perspective of demand and supply, competitive intensity, margin structures and pricing under different scenarios of economic outlook and market evolution
- Specific sectors study on business potential for MMTC covering:
 - Engineering Goods and Project Exports
 - Drugs, Pharmaceuticals and Fine Chemicals
 - New markets - African Countries
- New opportunity segment(s) which can potentially help MMTC to leverage its brand and command premium to be also specifically explored
- Create an integrated view across current and new business opportunities and develop comprehensive list of 15-20 business opportunities
- Use appropriate filters to finalize a portfolio of 5 to 6 qualified opportunities in new/existing businesses based upon
 - Detailed analysis of shortlisted opportunities covering market segments, size, growth, trends, competitive landscape, profitability and other relevant parameters
 - Strategic fit assessment with MMTC's capabilities

Key deliverables

- List of 15-20 options for existing businesses and new areas based upon detailed internal and external analysis
- Recommendation on final portfolio of 5 to 6 opportunities

1.2 Phase-2: Strategy and business plan formulation for qualified opportunities

(Time line for this phase is 4 weeks)

Scope of work

- For the qualified opportunities identified in phase-1 formulate appropriate strategy to successfully enter / compete in the market
 - Business strategy to cover all the relevant parameters such as customer / market segments, customer value proposition, key activities / resources to be deployed, nature of alliances / partnership required, revenue model, cost structure etc.
 - Identify critical capability gaps and suggest mitigation options
- Suggest a capability acquisition roadmap that will allow MMTC to compete effectively in the chosen product / market
- Prepare a five year business plan (projected balance sheet, profit & loss at the EBITDA level, and cash flow statements) at both opportunity and aggregate level. Create business scenarios to assess impact on business financials

Key deliverables

- Detailed plan on entry strategy and necessary capability acquisition roadmap
- Five year business plan (BS, P&L, cash flow statements along with requisite scenario analysis)
- Capability acquisition roadmap

1.3 Phase-3: Target operating model

(Time line for this phase is 6 weeks)

Scope of work

- Detail out the various aspects of the Target Operating Model covering core business processes, operational / technology infrastructure, organizational structure with associated governance & controls, operational metrics etc.
 - The suggested operating model should take into accounting evolving tax & regulatory landscape and ensure optimal operating footprint
- Identify specific underutilized assets / resources of the firm (e.g. manpower, land bank, access to capital etc.) of the firm and suggest deployment in new businesses that are identified in Phase 2 above

- Develop business-wise and function-wise implementation plan detailing the sequence of key activities and business outcomes for the current business operation and the chosen business opportunities

Key deliverables

- Target operating model for new opportunities (e.g. key process requirements, operational infrastructure, IT infrastructure, organization structure, governance model, Operating KPIs / metrics etc.)
- Report on deployment of underutilized assets / resources in selected product / market opportunities
- Business-wise Implementation plan

2.0 Payment Schedule

2.1 Fee for Project will be inclusive of all taxes except Service tax which will be at actuals. The amount shall be released in 3 stages of 30%, 30% and 40% respectively as per the following time and work schedules, D1 being day of commencement.

- D 30 – Acceptance of precise report by MMTC on initial interaction and the agreed scope including methodology of work. This shall entail presentation by the consultancy firm to Committee of Directors/Director(s)/Sr. officers of MMTC at this point of time or/and at a later stage. By this time consultancy firm would have commissioned the pilot project and be ready with their major findings on the subject. Release of 30%.
- D 60 – Acceptance of interim report by MMTC. Release of 30%, and
- D 105 – Acceptance of final report by MMTC. Release of balance 40%.
- Consultancy firm may also be called upon to make a presentation of the final study / recommendation to MMTC Committee / Board of Directors.
- MMTC shall make payment by e-payment mechanism for which consultancy firm has to complete the necessary requirements.

Consultancy firm besides submitting hard copies of the report in triplicate shall submit soft copies of the report to MMTC by e-mail and CD. Interim and Final copies so submitted by the Consultancy firm to MMTC shall be the property of MMTC. The final report should be received by MMTC not later than 48 weeks from the date of issuing work order.

2.2 Payment upon Termination

2.2.1 Upon termination of this Agreement pursuant, MMTC shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to MMTC):

- (A) No remuneration shall be paid if the agreement is terminated before achievement of first payment milestone.
- (B) Remuneration for Services satisfactorily performed prior to the date of termination;
- (C) Reimbursable expenditure for expenditures actually incurred prior to the date of termination. However reimbursable expenditure should not exceed the payment due for subsequent milestone; and
- (D) Except in the case of termination, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

3.0 COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

3.1 Effectiveness of Agreement

3.1.1 This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date")

3.2 Commencement of Services

3.2.1 The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, Unless otherwise agreed by the Parties, in writing.

3.3 Termination of Agreement for failure to commence Services

3.3.1 If the Consultant does not commence the Services within the period specified in **Clause 3.2** above and/or does not achieve the stipulated first milestone as specified under **Clause 1.1** of this Agreement within the stipulated time period of six weeks from the issue of LoA, MMTC may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void at its sole discretion.

3.4 Expiration of Agreement

- 3.4.1 Unless terminated earlier pursuant to Clauses 3.3 or 3.5 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (A) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to MMTC; and (B) the expiry of [1 (one) year] from the Effective date.

3.5 Termination of Agreement

3.5.1 By MMTC

- 3.5.1.1 MMTC may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 3.5.1, terminate this Agreement if::

- (A) The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (B) The Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 4.3 hereof;
- (C) The Consultant submits to MMTC a statement which has a material effect on the rights, obligations or interests of MMTC and which the Consultant knows to be false;
- (D) 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;
- (E) MMTC, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

3.5.2 By the Consultant

- 3.5.2.1 The Consultant may, by not less than 30 (thirty) days' written notice to MMTC, such notice to be given after the occurrence of any of the events specified in this Clause 3.5.2, terminate this Agreement if:

- (A) MMTC fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;

- (B) MMTC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;

4.0 SETTLEMENT OF DISPUTES

4.1 Amicable settlement

- 4.1.1 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.

4.2 Dispute resolution

- 4.2.1 A. 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.
- 4.2.2 B. 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 if thirty (30) days have expired since the receipt of such a 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.

4.3 Arbitration

- 4.3.1 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 in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration shall be New Delhi and the language of arbitration proceedings shall be English. The decision/Award of the Arbitrator shall be binding on both Parties.
- 4.3.2 B. The cost of arbitration shall be borne equally by both the parties.

4.3.3 C. 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 hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

For MMTC Limited

For Consultant

(Authorized Signatory)

(Authorized Signatory)

14. Schedule of rates

| | |
|--|--------------------------|
| NAME OF WORK : | Organization name |
| | |
| BIDDING DOCUMENT NO. : | |
| | |
| NAME OF BIDDER : | |
| | |
| Total Price for the complete Scope of work based on the terms and conditions as per the Bidding Document in INDIAN RUPEES: | |
| | |
| | |
| In Figures | |
| | |
| In Words | |

Service Tax (at applicable rate) :

. STAMP & SIGNATURE OF BIDDER