







CIN: U27320WB1964GOI026211

## **MSTC LIMITED**

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## TENDER DOCUMENT

## For

# ENGAGEMENT OF PROFESSIONAL CONSULTANT FOR IMPLEMENTATION OF GOODS & SERVICES TAX (GST)

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## **SCHEDULE OF OPEN TENDER**

1.	E-TENDER No./EVENT No.	MSTC/17-18/ET/3
2.	MODE OF TENDER	Open and e-Tender System
		Online submission of <b>Part I</b> - <b>Techno-Commercial</b>
		Bid and Part II - Price Bid through
		www.mstcecommerce.com/eprochome/mstc.
		The intending bidders are required to submit their
		offer electronically through this e-tendering
		portal. No physical tender is acceptable by MSTC
3.	Date of publication of e-Tender through	13-April-2017 at 15:00 Hrs
	publication in MSTC websites and Central	
	Public Procurement Portal	
4.	Date of availability of NIT to the Vendors for	13-April-2017 at 16:00 Hrs.
	downloading	
5.	Date of Starting of e-Tender for submission of	14-April -2017 at 11:00 hrs.
	Online Techno-Commercial Bid and Price Bid at	
	www.mstcecommerce.com/eprochome/m	
	<u>stc</u>	
6.	Date of closing of Online e-tender for	29-April -2017 at 15:00 hrs.
	submission of Techno-Commercial Bid & Price	
	Bid at	
	www.mstcecommerce.com/eprochome/mstc.	
7.	Date & time of opening of Part-I (Techno-	29-April -2017 at 16:00 hrs.
	Commercial Bid)	
8.	Date & time of opening of Part-II (Price Bid )	Shall be informed separately.



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Note: 1. In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

## **Important instructions for E-procurement**

This is an e-procurement event of MSTC The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020. You are requested to read the terms & conditions of this tender before submitting your online tender.

#### Process of E-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/mstc

- 1). Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement →PSU/Govt depts→ Select MSTC Logo->Register as Vendor -- Filling up details and creating own user id and password -> Submit.
- 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC, (before the scheduled time of the e-

In case of any clarification, please contact MSTC (before the scheduled time of the e-Tender).

#### Contact person (F&A, MSTC):

tender).

1. Shri R.K.Chaudhuri CGM(F&A)

Phone No. 033-22908239

Email: rkchaudhuri@mstcindia.co.in

### Contact person (E-Commerce, MSTC Ltd):

1. Mr. Arindam Bhattacharjee Manager (E-commerce) MobileNo:09330102643 Email: arindam@mstcindia.co.in

Landline: (033) 22901004

2) Mr. Sabyasachi Mukherjee Deputy. Manager (E-commerce)

Mobile- 07278030407

Email: smukherjee@mstcindia.co.in



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3. Ms Sumana Maity
Assistant Manager (E-Commerce)
Mobile-09831155225

Email: <a href="mailto:smaity@mstcindia.co.in">smaity@mstcindia.co.in</a>

## Other Contact Details:

Fax No. : 033-22833126, 22907211

Email ids:

a. <u>rkchaudhuri@mstcindia.co.in</u>,b. inderpalsingh@mstcindia.co.in,

- B) System Requirement:
- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".
- Other Settings:

Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

- The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="https://www.mstcecommerce.com/eprochome/mstc">www.mstcecommerce.com/eprochome/mstc</a> tenders will be opened electronically on specified date and time as given in the Tender.
- All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

**Special Note towards Transaction fee:** Not Applicable

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5	Information about tenders /corrigendum uploaded shall be sent by email only during
	the process till finalization of tender by MSTC Hence the vendors are required to ensure
	that their corporate email I.D. provided is valid and updated at the time of registration
	of vendor with MSTC (i.e. Service Provider). Vendors are also requested to ensure
	validity of their DSC (Digital Signature Certificate).
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- E-tender cannot be accessed after the due date and time mentioned in NIT.
- 7 Bidding in e-tender:
  - a) Vendor(s) need to submit necessary EMD (Here, **NIL**), Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by MSTC
  - b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
  - c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="https://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →PSU/Govt depts→ Login under MSTC→My menu→ Auction Floor Manager→ live event →Selection of the live event
  - d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that clicking on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.
  - e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid
  - f) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
  - g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
  - h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
  - i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
  - j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor

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	<ul> <li>and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</li> <li>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</li> <li>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</li> <li>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</li> </ul>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	MSTC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/ of MSTC Ltd.
12	The vendors must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
13	The bid will be evaluated based on the filled-in technical & commercial formats.
14	Vendors are requested to read the vendor guide and see the video in the page <a href="https://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.

## **COMMERCIAL TERMS & CONDITIONS**

Concurrence and remarks for all Commercial Terms & Conditions will be taken Online. Upload supporting documents wherever necessary. No hardcopy for the same needs to be submitted. If required, the Bidder(s) may be asked to produce the Original documents before the Tender Committee for verification purpose only.

## **REQUIREMENT OF VENDOR:**

- PC (Personal Computer) connected with Internet.
- Registration with portal www.mstcecommerce.com/eprochome/kopt.



- Submission of Tendering Fees, if any to MSTC Ltd. before e-tender.
- Class 2 or Class 3 digital certificates in the name of the Company of the vendor (in the name of the Company who will be submitting the EMD & General Information). This may be obtained from any of the certifying authorities. Bids will not be recorded without Digital Signature.

Note: Please check the Digital Certificate. In case of any clarification please contact MSTC Ltd., before the scheduled time of the e-tender.

#### **AMENDMENT OF TENDER DOCUMENTS:**

- a) At any time prior to the deadline for submission of tenders, MSTC for any reason whether at their own initiative or in response to a clarification required by any prospective Bidders may modify the Tender Documents.
- b) The amendment shall be part of the Tender Documents and will be notified by publication in the MSTC's / Central Public Procurement Portal and will be binding on the prospective Bidders.
- c) All the intending Bidders are advised to keep close watch on the website of MSTC / CPP Portal in their own interest.

#### **Section 1: Invitation for Proposal**

#### 1.1. Introduction

#### About MSTC:

MSTC Limited is a Mini Ratna Category-I PSU under the administrative control of the Ministry of Steel, Government of India. The company was set up in 9<sup>th</sup> September 1964 to regulate export of surplus ferrous scrap in the early 1970's due to growth of scrap using Industries in India, scrap becomes a deficit item and role of MSTC was redefined as that of a canalizing agency for import of ferrous scrap.

From being a small canalized agency, MSTC has emerged as a major player in the country for promoting e-Commerce and Trading. It has developed and utilized an immensely popular tool for transacting business over the internet in a most transparent and fair manner by its e-Auction portal namely, <a href="www.mstcecommerce.com">www.mstcecommerce.com</a>. This portal provides a virtual marketplace for domestic sellers and buyers to do business in metal scrap (ferrous/non-ferrous), surplus stores, machineries, obsolete spares, vehicles, minerals and agriculture & forest produce etc. The methodology adopted includes open tender, public auction and e-auction. It has also developed an e-Procurement portal and is ready with end-to-end e-Procurement services.

#### 1.2. Invitation to Bidders

The invitation is selection of Professional Consultant (Proprietary Concern or Partnership Firms) for engagement



- I. The Tender Document can be downloaded from the website of MSTC/CPP.
- II. MSTC may, at its own discretion, extend the date for submission of proposals.

#### Section 2: Instructions to Bidders/Consortium of Bidders(ITB)

#### 2.1. Conflict of interest

- I. The selected Firm should provide professional, objective and impartial service and hold MSTC's interest paramount.
- II. The selected Firm shall not deploy former employees who have served MSTC in last six months.
- III. The selected Firm shall not downstream or outsource any part of the scope of work.
- IV. Non-disclosure of such an association will lead to termination of Agency.

### 2.2. Validity of Proposal

The following will be considered for the validity of the proposals deemed submitted:

- I. Proposals shall remain valid for a period of 60 days from the date of opening of Proposal.
- II. MSTC reserves the right to reject a proposal valid for a shorter period as non-responsive.
- III. In exceptional circumstances MSTC may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.

#### 2.3. Right to Accept or Reject any Proposal

MSTC reserves the right to annul the Short Tender Document process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

#### 2.4. Fraud & Corruption

It is required that the Bidders submitting Proposal and Agency selected through this Short Tender Document must observe the highest standards of ethics during the process of selection and during the performance and execution of the Work Order.

For this purpose, definitions of the terms are set forth as follows:

I. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of MSTC or its personnel in Work Order executions.



- II. "Fraudulent practice" means a misrepresentation of facts, in order to influence an selection process or the execution of a Work Order, and includes collusive practice among Bidders/Consortium of Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive MSTC of the benefits of free and open competition.
- III. "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.
- IV. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of the Work Order.
- V. MSTC will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- VI. MSTC will declare a Firm ineligible, either indefinitely or for a stated period of time, for awarding the Work Order, if it at any time determines that Firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the Work Order.

#### 2.5. Clarifications & Amendments of Short Tender Document

- I. During the process of evaluation of Proposals, MSTC may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed time-frame.
- II. MSTC may for any reason, modify the Short Tender Document from time to time. The amendment(s) to the Short Tender Document would be clearly spelt out and the Bidders/ Consortium of Bidders may be asked to amend their proposal due to such amendments.

#### 2.6. Earnest Money Deposit (EMD)

I. No EMD is required for submission of the Tender Documents

#### 2.7. Preparation of Proposal

The Bidder must comply with the following instructions during preparation of Proposals:

- I. The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the Tender Document. Failure to furnish all the necessary information as required by the Short Tender Document or submission of a proposal not substantially responsive to all the requirements of the Short Tender Document shall be at Bidder's own risk and may be liable for rejection.
- II. The Proposal and all associated correspondence shall be written in English and shall be in a clear and legible language.
- III. No Bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.



Bidders shall submit their Proposals on or before the last date and time for receipt of proposals mentioned in Data Sheet.

Proposals shall be submitted in two parts. Each page of all parts should be page numbered and in conformance to the eligibility qualifications should be clearly indicated. The proposals should not contain any irrelevant or superfluous documents.

The two parts of the Proposal should be as per following:

Part-I: Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.

Bidder(s) can witness electronic opening of bid.

Part-II: Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is

found to be Techno-Commercially acceptable by MSTC. Such bidder(s) will be intimated the date of

opening of Part II Price bid, through valid email confirmed by them.

#### 2.09.Evaluation of Proposals

The Bid will be opened as per the schedule mentioned in the Data Sheet. MSTC may constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the Tender Document, a two stage process, as explained below, will be adopted for evaluation of proposals submitted by the specified date and time.

#### 2.10 Eligibility

The bidder has to Scrutiny of the Proposals for eligibility will be done to determine:

SI No	Description	Criteria	Supporting documents to be submitted by bidder for Prequalification
1.	Resume	Resume of the Consultant (Proprietary Concern or Partnership Firms)	Details to be furnished as per Exhibit I.
2	Experience	a) During last five financial Years i.e. 2011-12 to 2015-16,Bidder should have completed minimum 10(Ten)number of Indirect	<ol> <li>Details to be furnished as per Exhibit II.</li> <li>Copy of award of work and documentary</li> </ol>

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Marc		Tax(Excise/Service Tax/VAT/CST/Entry Tax) assignments, including Consultancy, and minimum of two such work-orders should be from an entity engaged in Trading & Services activities, preferably e-Commerce Services.  Out of 10 works orders at least 4 work	evidence in support of successful completion of assignment.  3. Copy of Audited Financial Statement or annual reports or certificate of turnover from Statutory auditor of the clients in support of turnover equal to or more than ` 1000
		orders should be from different entities having turnover equal to or more than ` 1000 crores during the year of award of such work-orders.  The work related to regular compliances such as assessment and return filling would not be considered as eligible work experience.	crores during the year of award of work .  4. List of Clients for which indirect Tax assignements undertaken in last five years.
3	Office in Kolkata	Bidder should have at least one functional office in the Kolkata region.	<ol> <li>Details of Offices to be furnished as per Exhibit III.</li> <li>Copy of document to establish that office premise is either on owner ship or rent basis.</li> <li>MSTC reserves the right for surprise visit for verification of "functional Office" in any day between 10 AM to 4.00 Pm during Monday to Friday excluding National Holidays.</li> </ol>
	Composition of Professionals	As on bid due date, Bidder should have minimum 10(Ten) number of qualified professionals on its rolls {including partner(s) } having minimum 10(Ten) year of post Qualification experience in the area of indirect Tax (Central Excise, Sales Tax/VAT,Service Tax/Entry Tax) in India with at least any one of the qualification –	Details to be furnished as per Exhibit IV.

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	CA/CMA/LLB.	
	and	
	Out of 10 numbers of qualified professionals stated above, at least 5(five) number of	
	qualified professionals should have minimum	
	post qualification experience of 10 (Ten) years	
	in the area of Indirect Tax (Central Excise,	
	Sales Tax/VAT, Service Tax/Entry Tax ) in India.	

## 2.11.Evaluation of Technical Proposal

The Technical evaluation shall be based on the parameters are as mentioned in the Table below.

NOTE: The Technical Proposal must not include any financial information regarding the Price which has to be submitted separately, failing which the Proposal will be rejected.

SI. No.	PARTICULARS	DETAILS (Supporting Documents to be uploaded)
1.	Resume of the Firm	Agree/Not Agree
2.	Experience (As mentioned in Eligibility Criteria)	Agree/Not Agree
3.	Office in Kolkata (As mentioned in Eligibility Criteria)	Agree/Not Agree
4.	Composition of Professionals (As mentioned in Eligibility Criteria)	Agree/Not Agree
5.	Year of establishment of the Firm	Agree/Not Agree
6.	Partners (details) as on 01.01.2017	Agree/Not Agree
7.	Duly signed Integrity Pact	Agree/Not Agree



#### The above technical proposal also includes

- 1. Proposed Overall In charge for the assignment (Partner):
- 2. Proposed Completion Time (from the date of receipt of engagement letter):
- 3. Proposed Team for the assignment (keeping in view the scope of work, coverage etc):

Level	Educational  Qualification	Number of Man-days estimated for task completion
In-Charge	Professional	
Team Leader	Professional	
Team Member	Professional	
Team Member	Support Staff	

- 4. Description of Approach & Work Plan
  - a. Technical Approach
  - i) Note on Firm's Understanding of the assignment
  - ii) Books of Accounts / Registers / Records to be checked
  - iii) Statements and Reports to be prepared
  - b. Work Plan
- 5. Letter of Reference
- 6. MSTC may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the set out time-frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Bidders and the Proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.
- 7. For verification of information submitted by the Bidders, the Committee may visit Bidder's offices at its own cost. The Bidders shall provide all the necessary documents, samples and reference information as desired by the Committee. The Bidders shall also assist the Committee in getting relevant information from the Bidders / references, if desired.
- 8. Integrity Pact has to signed by the bidder and uploaded.
- 9. Only technically qualified Proposals shall be considered for Financial bid Opening.



### 2.13.Evaluation of Financial Proposal

Financial proposals of only those firms who are technically qualified shall be opened on the date & time specified in the Data sheet.

MSTC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount (Inclusive of taxes), or between word and figures, the former will prevail.

After opening of financial proposals, appropriate selection method shall be applied to determine the Firm who will be declared winner and be eligible for award of the work. The methods selections are described in the Data Sheet.

Bidders are requested to visit our website regularly for any amendment/addendum/corrigendum/extension until last date.

#### 2.14.Payment Terms

2.14.1 Payment towards performance of services under the contract shall be made as under:

SI No	Milestone	Payment (%)
1.	On Acceptance of Final Report of CGST Act & IGST Act by MSTC as mentioned in SI . no. 1 of scope of work	15% of Total Contract Value excluding value of "Training of MSTC Employees" as mentioned in SI No. 5 of Scope of work.
2.	On Acceptance of Final Report of SGST Acts by MSTC as mentioned in SI no. 1 of Scope of Work.	15% of Total Contract Value excluding value of "Training of MSTC Employees" as mentioned in SI No. 5 of Scope of work.  Out of 15% stated above, 9% shall be released on acceptance of reports for State of Tamilnadu, Karnataka, M.P., Telangana, Andhra Pradesh, Delhi, Maharashtra, Gujarat & West Bengal and balance 6% shall be released on acceptance of reports of rest of the States.
3	After organizing Training by consultant for IT Program/software system as mentioned in SI. No. 1 of Scope of Work	15% of Total Contract Value excluding value of "Training of MSTC Employees" as mentioned in SI No. 5 of Scope of work.
4	On Acceptance of Guidelines on Major Issues by MSTC as mentioned in SI no 3 of scope of Work	25% of Total Contract Value excluding value of "Training of MSTC Employees" as mentioned in SI No. 5 of Scope of work.

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5	On Final Presentation to MSTC	15% of Total Contract Value excluding value of "Training of
	Board/Management as mentioned in SI. No	MSTC Employees" as mentioned in SI No. 5 of Scope of work.
	4 of scope of work	
6	Post Implementation Assistance &	15% of Total Contract Value excluding value of "Training of
	Identification of Issues to be represented to	MSTC Employees" as mentioned in SI No. 5 of Scope of work.
	Government-as mentioned in SL No.2 & 6 of Scope of work.	Payment shall be released in two equal amount i.e. first installment after due date of filing last monthly return for first financial year of GST implementation and Second & last installment after due date of filing of first annual return in GST regime
7	On organizing "Training to MSTC Employees" as mentioned in SL. No. 5 of Scope of work.	The invoices shall be issued on monthly basis for the number of days of Training / workshops conducted in the month.

- 2.14.2 Payment shall be made within 30 days of submission of invoice.
- 2.14.3 All payments shall be subject to recoveries towards statutory deductions, LD(if any)etc.
- 2.14.4 The milestone indicated above are for release of payment only and does not represent the quantum of work completed.



## **ANNEXURE-I**

## **SCOPE OF WORK AND DELIVERABLES**

SI.	Scope of Work	Timeline and Deliverables
No		
1.	GST Implementation Assistance:	
	The consultant shall provide necessary assistance to MSTC for smooth GST implementation in MSTC units/Regions/Division/Sites/Offices and advise on all related aspects including but not limited to the following:  1. Registration(s) requirement for MSTC Units/Regions/Division/Sites/Office under GST regime.  2. Requirements of Statutory Compliance including maintenance of records, filling of returns etc, under IGST, CGST and all states SGST Laws, Rules, Notifications, Circular, etc.  3. Study of Indirect tax Compliance mechanism of MSTC and suggest suitable changes required under GST regime for minimizing the tax burden, effective utilization of available credit and suggestion for review mechanism for availment of all eligible input tax credits and utilization under GST.  4. Advice on the changes required in IT Program/software system from Indirect tax perspective. However, the changes required to be done in IT system shall be carried out by MSTC IT team.  Two days workshop (for action required in changes in IT system from GST perspective) for MSTC IT & Finance or any other department shall be organized by consultant at MSTC office. The location of Office shall	A. A detailed draft report (based on CGST, IGST and SGST Acts /rules etc.)covering all aspect related to GST implementation with specific focus on MSTC issues including but not limited to action points on transitional provisions, Tax positions on MSTC transactions, classification of MSTC products, valuation. Tax incidence on alternative contract structures, input tax credit availment eligibility & utilization ,application tax rates and exemptions/ other benefits on MSTC supplies, clauses related to GST required to be incorporated in Purchase Order/Work Order for protecting MSTC interest etc.  i. Draft Report on implementation of IGST & CGST shall be submitted within 30 days of award of the work or within 30 days of passing of CGST & IGST Act by the Parliament whichever is later.  ii. Draft Report on implementation of IGST & CGST shall be submitted within 30 days of award of the work or within 30 days of passing of CGST & IGST Act by the parliament whichever is later.  B. Based on discussion with MSTC,



be decided by MSTC at a later date.

- 5. To study the existing structure of Sales (15-20 No). And purchase contracts of MSTC (15-20 Nos) and suggest changes if any, required in contract clauses in GST regime and also suggest changes required in structure of contracts (Sales, purchase and service etc) including clauses for indirect taxes in such contracts in GST regime so as to optimize the tax incidence on operations of MSTC. Further Board outline of tax aspects of various alternate options of contract structures shall also be provided.
- 6. Outlining the tax aspects of key transactions of MSTC including valuation, classification, and place of supply thereof.
- 7. To suggest migration plan before enactment of GST Law, for smooth transition from pre GST regime to GST regime including the action points for CENVAT/VAT credits ,raising of invoices, reverse charge cases ,refunds etc.
- 8. Reply to the issues/queries raised by MSTC /Units/Regions/Divisions/Sites/offices.
- Any other point/aspect which is considered relevant and important in the view of consultant.

the consultant shall submit the Final Report by incorporating the unaddressed issues/ necessary changes if any for final acceptance by MSTC.

The above reports shall be provided in soft and Hard copies.

- C. Subsequent to Submission of final reports, any notification/charges made in Law/Clarifications issued by the Government having impact on MSTC operations, shall be informed by consultant to MSTC along with suggestive action required to be taken by MSTC, during the contract validity period. Further, in line with changes in Law, the consultant will also update the final reports of IGST, CGST & SGST.
- D. Reports on inputs required for modification /changes in IT system shall be submitted. Further the workshop for MSTC IT, s and Finance /other official shall be conducted at a mutually decided date by MSTC and consultant.

The above will be in addition to the regular advice/support to be given by consultant during implementation phase.

# 2 Identification of issues to be represented to Government

The consultant to suggest areas of concern where the issue is required to be represented to

A. Identification of the area/issue on its own or on MSTC request, on which representation is required to be done by the consultant.



Government for changes in GST Law/rules etc. in the interest of MSTC. The major area illustratively are:

- For protection of loss of credit of taxes paid on inputs service and capital goods so that MSTC is not in disadvantageous position vis-à-vis its current position/other competitors (domestic or foreign players).
- ii) For avoidance of undue procedural/compliance related difficulties & enabling ease of business.
- iii) Issue arising out of or connected to transitionery provisions including ongoing litigations, assessments etc.
- iv) Advising MSTC on any other matter considered important & significant in view of consultant.

- B. The representation would be prepared and submitted by the consultant within 7 days of communication by MSTC in this regard.
- C. Arranging/Attending meeting with appropriate Government Authorities, if required.

## 3 Preparing Guidelines on Major Issues

The consultant to prepare guideline from MSTC perspective on major issues of compliances under GST, availment of input tax credit, Returns, Refunds, Exemptions, principal to determine Inter or Intra State Supplies Sales purchase contract formulation etc.

Guidelines on major issues along with a FSQ based report duly incorporating the queries/issues raised by MSTC will be submitted by the consultant within 15 days of acceptance of Final reports as mentioned in SI. No 1 above.

The above guideline will also be updated depending upon subsequent changes made in law during the contract validity period.



## 4 Presentation to Management

The consultant to give presentation to the Senior Management /Board of Directors of MSTC highlighting the important changes on various activities/operations of company due to GST and suggesting for optimizing the tax incidence.

Presentation to Management /Board as and when required by MSTC.

## 5 Training to MSTC employees

- i) The training will cover comprehensive training on GST implementation to the employees (spanning various functions such as Finance, Marketing, IT) of MSTC with special FOCUS ON Company specific issues. It will also include intensive training to Indirect tax core team members.
- ii) Five workshops of 2 days each (One day for Finance and one day for other functions) will be conducted by the consultant at MSTC Units/Regions/Divisions /Office located at different States as decided by MSTC. Apart from CGST & IGST law, SGST law of the relevant State shall be analyzed in the Workshop. However the number of workshops and 2 days considered per workshop is tentative.
- A. The training shall be imparted by the team leader or under the supervision of team leader appointed by the consultant.
- B. The date of workshops to be decided mutually between the consultant and MSTC .However, these shall be completed before the date of implementation of GST in India.
- C. Training material/brochures to each participant during training/workshop and a soft copy of the same will also be provided by the consultant.

#### 6 **Post GST implementation Assistance**

Post GST implementation , the consultant shall provide all necessary support including advising on the issues/queries raised by MSTC Units/Regions/Division/Offices(issues/queries shall be routed through Central Accounts, HO ,suggesting remedial action wherever found necessary up to the period of due date filling of first Annual Returns in

The consultant shall provide adequate handholding to MSTC to address the issues arising post GST implementation up to the period of due date of filling of first Annual Returns in GST Regime .The issues/queries raised by MSTC shall be replied by the consultant within 7 days of date of raising the issue/query or any earlier date link to



MSTC	
GST Regime.	Statutory compliance, if any, whichever is earlier.
	Deliverable would include opinions shared on email/Hard copy. Impact and action point for MSTC on account of changes made in law post GST implementation ,meeting with customer wherever required at mutually agreed date etc.



## ANNEXURE -II

## FORMAT FOR TECHNICAL EVALUATION

SI. No.	PARTICULARS	DETAILS (Supporting Documents to be uploaded)
1.	Resume of the Firm	Agree/Not Agree
2.	Experience (As mentioned in Eligibility Criteria)	Agree/Not Agree
3.	Office in Kolkata (As mentioned in Eligibility Criteria)	Agree/Not Agree
4.	Composition of Professionals (As mentioned in Eligibility Criteria)	Agree/Not Agree
5.	Year of establishment of the Firm	Agree/Not Agree
6.	Partners (details) as on 01.01.2017	Agree/Not Agree
7.	Duly signed Integrity Pact	Agree/Not Agree



## **ANNEXURE-III**

## PRICE-BID

PROFORMA FOR COMMERCIAL/PRICE BID (For engagement of Professional Consultant for Implementation of GST).

S No.	Brief Description (for details please refer Scope of work	No. of days	Rate per day including all taxes and duties but excluding Service Tax & Cess(`)	Total including duties but exc Tax & Cess (`) In Figure	
1	Fee for the entire scope of work except "Training to MSTC Employees" mentioned in SI No. 5 of Scope of work	Lum	p-sum		
2	"Training to MSTC Employees" mentioned in SI No.5 of Scope of wok	10 days			
3	Sub-total(1+2)				
4	Service Tax & Cess applicable (i.e. SBC & KKC)ON 1&2 above@				
5	Bid Value (3+4)				

Note:- 10(Ten) number of days shall be considered only for the evaluation purpose. However, Payment to the consultant for the "Training to MSTC Employees" mentioned in SI No 2 above shall be made based on the actual days of workshop conducted.

Date.	riact.	sear or organisation.
Date:	Place:	Seal of Organisation:
Designation:		
Name:		
Signatures of Authorized Signatory	y of Bidder	
days of workshop conducted.		
days of workshop conducted		



# ANNEXURE - IV LIST OF REGIONS/BRANCHES/SITE OFFICES of MSTC

Sr. No.	Regions	Address	
1	Head Office	225-C, A.J.C Bose Road, Kolkata - 700 020	
2	Eastern Regional Office (ERO)	225-F, A.J.C Bose Road, Kolkata - 700 020	
3	Western Regional Office (WRO)	607-608 Raheja Centre, Nariman Point, Mumbai - 400 021	
4	Northern Regional Office (NRO)	30/31A Jeevan Vikas Building, 1st Floor, Asaf Ali Road (opp. Hamdard) New Delhi - 110 002	
5	Southern Regional Office (SRO)	Leelavathi Building, 2nd Floor; 69, Armenian Street, Chennai - 600 001	
6	Branch Office (Bangalore)	19/5 & 19/6, 3RD FLOOR KAREEM TOWER, CUNNINGHAM ROAD BANGALORE- 52	
7	Branch Office (Vizag)	6th Floor "Jeevan Prakash" LIC Building Jeevitha Bima Road Visakhapatnam – 530004	
8	Branch Office (Vadodara)	21,Kamalanjali Apartment, 2nd Floor, Opp.Tube Company, Old Padra Road,Akota Vadodara-390 020	
9	Hyderabad Office	Akash Ganga Complex, Office No. 201, 2nd floor, Door No. 6-3-635 & 637, Khairtabad Hyderabad – 500004	
10	Bhopal	76-77(R), First Floor, Zone-II, M.P.Nagar, Bhopal-462011 (M.P)	
11	Lucknow	G-25/26, Tej Kumar Plaza, 1, T N Road, Hazratganj, Lucknow - 226001. (U.P.)	
12	Bhubaneswar	Toshali Plaza, 3rd Floor, Room No.TP-B/1-03&08, Satya Nagar, Bhubaneswar - 751 007.	
13	Thiruvananthapuram	#97, 5th Floor, Forest Headquarters, Vazhuthacaud, Thiruvananthapuram 695014	
14	Tirupati	Room no 1, North West Corner, Vishnunivasam Complex, Tirupati- 517501	
15	Raipur	3rd floor, Udyog Bhawan, Telibandha, Ring Road 1 , Raipur, 492006	
16	Jaipur	CF/02, First Floor, Nehru place Complex, Tonk road Jaipur. PIN: 302015	
17	Vijayawada	D. No. 7-130, 1st Floor, BSNL Telephone Exchange Building, Pornaki Vijayawada - 521 137	
18	Ranchi	Sec-2, DHURWA RANCHI-834004, JHARKHAND	
19	Guwahati	BSNL Exchange Building, Beltola Basistha Road, Wireless Guwahati, ASSAM-781038	



## **ANNEXURE-V**

#### **NO DEVIATION CERTIFICATE**

Subject: Open Tender for "Engagement of Professional consultant for implementation of GST in MSTC".

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender without any reservations whatsoever. We hereby undertake and confirm that we have understood all the specifications, stipulations, terms and conditions as mentioned in this tender enquiry. Deviations, if any mentioned elsewhere in our bid (Whether techno-commercial bid or price bid) will be treated as null and void by MSTC.

Signatures of Authorized Signatory of Bidder	
Name:	
Designation:	
Date:	
Place:	
Seal of Organisation:	



#### ANNEXURE -VI

## **INTEGRITY PACT**

#### Between

MSTC LTD, hereinafter, referred to as "MSTC", and ......hereinafter referred to as "The Vendor/Service Provider/Buyer"

#### **Preamble**

WHREAS, MSTC is acting as an agent for the purpose of disposal/sale/booking/procurement of various commodities;

#### And

WHEREAS, MSTC values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Principals.

In pursuance, thereto, the following clauses of the Integrity Pact will be applicable and this document shall be deemed to be an integral part of the Agency Agreement between us.

In order to achieve this goal, MSTC may seek cooperation of the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, MSTC may appoint an external independent Monitor who will monitor the tender/auction/e-auction/e-sale/e-booking process and the execution of the contract for compliance with the principles mentioned above.

#### IP-2

#### Section - 1 Commitments of MSTC

MSTC commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of MSTC, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) MSTC will, during the tender/auction/e-auction/e-sale/e-booking process, provide to all Buyer(s)/Vendor(s) the same information and will not provide to any Buyer/Vendor confidential/additional information through which the Buyer/Vendor could obtain an advantage in relation to the tender/auction/e-auction/e-sale/e-booking process or the contract execution.
- c) MSTC will exclude from the process all known prejudiced persons.

If MSTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, MSTC will inform its Vigilance Office and in addition can initiate disciplinary actions.

#### Section - 2 Commitments of the Buyer/Vendor



The Buyer/Vendor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/e-booking/e-procurement process and during the contract execution.

IP-2

- i) The Buyer/Vendor will not, directly or through any other person or firm, offer, promise or give to MSTC, to any of MSTC's employees involved in the tender/auction/e-auction/e-sale/e-booking process or the execution of the contract or any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
- ii) The Buyer/Vendor will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness.
- iii) The Buyer/Vendor will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer/Vendor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by MSTC as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
- iv) The Buyer/Vendor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- v) The Buyer/Vendor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

IP-2

#### Section - 3 Disqualification from tender process and exclusion from future contracts

If the Buyer, before contract award, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as Buyer into question, MSTC is entitled to disqualify the Buyer from the tender/auction/e-auction/e-sale/e-booking process or to terminate the contract, if already signed, for such reason.

- i) If the Buyer/Vendor has committed a serious transgression through a violation of Section 2 above such as to put his reliability or credibility into question, MSTC is entitled also to exclude the Buyer/Vendor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- ii) If the Buyer/Vendor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, MSTC may revoke the exclusion prematurely.
- iii) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### Section - 4 Compensation for Damages

1. If MSTC has disqualified the Buyer from the tender/auction/e-auction/e-sale/e-booking process prior to the award according to Section 3 above, MSTC is

IP-2

entitled to demand from the Buyer liquidated damages equivalent to 3% of the value of the offer.

- MSTC
  - 2. If MSTC has terminated the contract according to Section 3, or if MSTC is entitled to terminate the contract according to Section 3, MSTC shall be entitled to demand from the Vendor liquidated damages equivalent to 5% of the contract value.
  - 3. If the Buyer/Vendor can prove that the exclusion of the Buyer from the tender/auction/e-auction/e-sale/e-booking process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Buyer/Vendor has to compensate only the damage in the amount proved. If MSTC can prove that the amount of the damage caused by the disqualification of the Buyer before contract award or the termination of the contract after contract award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of damages.

#### <u>Section - 5 Previous Transgression</u>

- 1. The Buyer declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the Buyer makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

IP-2

#### Section - 6 Equal treatment of all Buyer(s)/Vendor(s)

- 1. The Buyer/Vendor undertakes to demand from all subcontractor(s) a commitment consistent with this Integrity Pact, and to submit it to MSTC before contract signing.
- 2. MSTC will enter into agreements with identical conditions as this one with all Buyer(s), Vendor(s).
- 3. MSTC will disqualify from the tender process all Buyer(s) who do not sign this Pact or violate its provisions.

#### Section - 7 Criminal Charges against violating Buyer(s)/Vendor(s)

If MSTC obtains knowledge of conduct of a Buyer, Vendor or of an employee or a representative or an associate of a Buyer, Vendor which constitutes corruption, or if MSTC has substantive suspicion in this regard, MSTC will inform the Vigilance Office.

#### Section - 8 External Independent Monitor

- 1. MSTC may appoint competent and credible External Independent Monitor for this Pact. In such case the task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of MSTC.

IP-2

3. The Monitor has the right of access without restriction to all Project documentation of MSTC. The Vendor will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The Monitor is under contractual obligation to treat the information and documents of the Buyer/Vendor with confidentiality.



- 4. MSTC will provide to the Monitor sufficient information about all meetings among the parties related to the project provided as meetings could have an impact on the contractual relations between MSTC and the Vendor. The parties offer to the Monitor the option to participate in such meetings.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of MSTC and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard subject non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6. The Monitor will regularly submit a written report to the Chairperson of the Board of MSTC and, should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

IP-2

#### Section - 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the respective contract, and for all other Buyers' 6 months after the contract has been awarded.

#### **Section - 10 Other Provisions**

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of MSTC.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For MSTC	For Buyer/Vendor
Place :	Witness 1 :
Date :	Witness 2 :





## **Resume (Part-I Techno-Commercial Bid)**

## Subject: Open Tender for "Engagement of Professional Consultant for implementation of GST in MSTC"

Resume of the Firms is enclosed

PARTICULARS	
NAME OF THE FIRM	
ADDRESS	
Name of the Authorized	
Partner	
Telephone Nos.	
Mobile No.	
Email Address	
Date of Establishment	
Web Site Address (if any)	

Any ot	Any other details which may be helpful for selection.								
Signatu	Signatures of Authorized Signatory of Bidder								
Name:									
Design	ation:								
Date:									
Place:									
Seal of	Organisation:								



#### **Exhibit-II**

## **Experience (Part-I Techno-Commercial Bid)**

Subject: Open Tender for "Engagement of Professional Consultant for implementation of GST in MSTC"

Relevant experience of the Bidder in the field of "Indirect Taxation" in India during last Five financial years

S.No.	Name of Client & nature of Business	Nature of Assignment	Nature of Experience (Whether Excise, Service Tax, VAT/Entry Tax)	Work Order No and Date	Work Order Value(`)	Date of Completion of Assignment	Turnover of Client for the year of award of Work(`/Crs)	Client engaged in business
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Signatures of Authorized Signatory of Bidder		
Name:		
Designation:		
Date:		
Place:		
Seal of Organisation:		



**Exhibit-III** 

## Office Details (Part-I Techno-Commercial Bid)

## Subject: Open Tender for "Engagement of Professional Consultant for implementation of GST in MSTC"

Details of office of the bidder

S.No.	Name of State	Name of City	Status of the Office (Owned/Leased)	Complete Address	Telephone No(if any)
(1)	(2)	(3)	(4)	(5)	(6)

Signatures of Authorized Signatory of Bidder						
Name:						
Designation:						
Date:						
Place:						
Seal of Organisation:						



#### **Exhibit-IV**

## Composition of Professional (Part-I Techno-Commercial Bid)

Subject: Open Tender for "Engagement of Professional Consultant for implementation of GST in MSTC"

Details of composition of qualified professionals on the rolls of the bidder or as Partners in the field of indirect Taxation in India.

SI No	Name of professio nal/Partn er	Name of the Professional Institute/Ba r Council of India	Status (Partner or /Employee )	Qualification of the Professional	Member ship No.	Date of Obtaining Members hip	Post qualificatio n Experience in the field of indirect taxation(No of years)	Post qualificatio n Experience in field of Indirect Taxation in Bidding Entity (No of years)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Signatures of Authorized Signatory of Bidder											
Nam	e:										
Desi	gnation:										
Date	· ·										
Place	;·										
Seal	of Organisati	ion:									