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TENDER DOCUMENT

For

APPOINTMENT OF INTERNAL AUDITORS FOR MSTC LIMITED FOR THE FINANCIAL YEAR 2020-21

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SCHEDULE OF OPEN TENDER

1.	E-TENDER No./EVENT No.	MSTC/19-20/ET/87
2.	MODE OF TENDER	Open and e-Tender System Online submission of Part I - Techno-Commercial 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 publication in MSTC websites and Central Public Procurement Portal	03-January-2020 at 10:00 Hrs
4.	Date of availability of NIT to the Vendors for downloading	03-January-2020 at 14:00 Hrs.
5.	Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/mstc	04-January-2020 at 11:00 hrs.
6.	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at www.mstcecommerce.com/eprochome/mstc .	31-January-2020 at 15:00 hrs.
7.	Date & time of opening of Part-I (Techno-Commercial Bid)	31-January-2020 at 16:00 hrs.
8.	Date & time of opening of Part-II (Price Bid)	Shall be informed separately.

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.

1	<p>Process of E-tender :</p> <p>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).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/mstc</p> <p>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.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact MSTC, (before the scheduled time of the e-tender).</p> <p>In case of any clarification, please contact MSTC (before the scheduled time of the e-Tender).</p> <p><u>Contact person (F&A, MSTC):</u></p> <p style="padding-left: 40px;">1. Shri A S Pal DGM(F&A) Phone No. 033-22833384 Email: aspal@mstcindia.co.in</p> <p><u>Other Contact Details:</u></p> <p style="padding-left: 40px;">Helpdesk :033- 22901004</p> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none">• Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.• Other Settings: <p>Tools => Internet Options => General => Click On Settings under “browsing history/</p>
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	<p>Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.</p> <p>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)</p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprhome/mstc tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4	<p>Special Note towards Transaction fee: Not Applicable</p>
5	<p>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).</p>
6	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7	<p>Bidding in e-tender :</p> <ol style="list-style-type: none"> 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 The process involves Electronic Bidding for submission of Technical and Commercial Bid. The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govt depts→ Login under MSTC→My menu→ Auction Floor Manager→ live event →Selection of the live event 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. 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 Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.



	<p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>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 and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>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.</p> <p>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 & conditions for the tender.</p>
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 www.mstcecommerce.com/eprochome 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 applicable) 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:

- 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.**
- 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.**
- 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 9th 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, www.mstcecommerce.com. 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 Audit Firms (Proprietary Concern and Partnership Firms) for Appointment as Internal Auditor of MSTC for the financial year 2020-21 with an option to extend the contract by one more year on the same rate, terms & conditions by mutual consent.

- 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 Price Bid.
- 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 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 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 / Consortium of Bidders for clarifications on their proposal. The Bidders / Consortium of Bidders are required to respond within the prescribed time-frame.
- II. MSTC may for any reason, modify the Tender Document from time to time. The amendment(s) to the 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.

2.8. Submission of Proposal

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

Scrutiny of the Proposals for eligibility will be done to determine whether:

- a) The Audit Firms shall be in existence for a minimum period of five years and have Annual Turnover of audit firm shall be at least Rupees fifty lakh (Rs. 50,00,000/-).

For the purpose of ascertaining parameter of Turnover of the bidder, average turnover of the bidder for the previous three financial years shall be considered.

The Firms associated with MSTC during previous two financial years in the capacity of either Auditors or Consultants are not eligible to submit their bid.

In the techno commercial bid, the bidder shall submit a 'certificate of compliance' certified by a Chartered Accountant to the effect of the above.

Those Audit Firms, who will secure 70% marks and above as per Annexure-II would be technically qualified bidders and price bid will be opened for them only.

- b) This empanelment is for the purpose of short listing of Firms only and would not carry any assurance of allotment of Internal Audit assignments from the MSTC.

- c) The offices of MSTC are divided into cluster-wise which are as following :-

Cluster I	Head Office (Kolkata), Marketing Dept.
Cluster II	ERO (Kolkata), Vizag
Cluster III	NRO (New Delhi), Lucknow
Cluster IV	WRO (Mumbai), Vadodara, Jaipur
Cluster V	SRO (Chennai), Bangalore, Hyderabad
Cluster VI	Ranchi, Guwahati, Bhubaneswar, Trivandrum, Chandigarh, Raipur & Bhopal



- d) Firms need to quote for the entire audit work of each cluster comprising of individual Offices/Units of MSTC falling under that Region. The work can be allocated on the basis of clusters as above.
- e) The Company reserves its right to accept or reject any application/s without assigning any reasons thereof. The decision of the Company for empanelment of the Firms will be final and binding upon the parties participating in the short- listing.

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.

Sl. No.	PARTICULARS	DETAILS (Supporting Documents where applicable are required to be uploaded)
1.	Compulsory Conditions: i) Existence for a minimum period of five years ii) Annual Turnover at least Rs. 50 lakh For the purpose of ascertaining parameter of Turnover of the bidder average turnover for the previous three financial years shall be considered.	
2.	Year of establishment of the Firm	
3.	Partners (details) as per ICAI/ICMAI Certificates as on 01.01.2020	
4.	DISA/CISA qualified partner	
5.	Branch Office 1,2,3..... at our respective branches (Particulars of each branch to be given)	
6.	Names of the Chartered Accountants/Cost Accountants employed with the firm	
7.	Number of semi-qualified employees attached with the Firm (CA-Intermediate and/ or Cost-Intermediate)	
8.	Exposure of the Firm in Trading industry preferably under Central/State Government as Statutory/Internal Auditors (Name of the PSU, Year of audit and nature of audit undertaken)	
9.	GSTIN Certificate	



10.	Exposure of the Firm in industries other than Trading under Central/State Government as Statutory/Internal Auditors (Name of the PSU, Year of audit and nature of audit undertaken)	
11.	The applicant Firm of Chartered Accountants/ Cost Accountants must have carried out in addition to Routine Audit, Internal/special Audits in the following areas : i) Direct Taxes ii) State related Taxes / VAT Audit iii) Central Excise/Service Tax/GST iv) Physical verification of Fixed Assets The above are only illustrative and not comprehensive	
12.	Resume of the Firm	
13.	Registration Certificate issued by ICAI/ ICMAI	
14.	Duly signed Integrity Pact	

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	Key Responsibilities or Task Assigned	Number of Man-days estimated for task completion
In-Charge	FCA/FCMA	Finalisation	
Team Leader	FCA/FCMA/ACA/ACMA	Pre-Finalisation, Checking	
Team Member	Semi Qualified	Collation, Compilation, Consolidation	
Team Member	Support Staff /Articled Clerk	Routine Checking	

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/ Consortium of 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 /Consortium of 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 / Consortium of Bidders references, if desired.

8. Those Audit Firms, who will secure 70% marks and above as per Annexure-II would be technically qualified bidders.

9. Bidder has to submit covering letter as per Annexure IV.

10. Integrity Pact as per Annexure VI has to be signed by the bidder and uploaded.

11. 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.



ANNEXURE -I

SCOPE OF WORK FOR INTERNAL AUDITORS

The Internal Audit will be carried out of the following offices/units of the Company as per agreed audit plan:

Cluster	Offices/Units	Frequency of audit/visit	Submission of report
Cluster I	Head Office	Quarterly	By 15th day of next month
	Marketing Dept.	Monthly	By 7 th day of next month
Cluster II	ERO (Kolkata), Vizag	Quarterly	By 15th day of next month
Cluster III	NRO (New Delhi), Lucknow	Quarterly	By 15th day of next month
Cluster IV	WRO (Mumbai), Vadodara, Jaipur	Quarterly	By 15th day of next month
Cluster V	SRO (Chennai), Bangalore, Hyderabad	Quarterly	By 15th day of next month
Cluster VI	Ranchi, Guwahati, Bhubaneswar, Trivandrum, Chandigarh, Raipur & Bhopal	Annually	By 15th day next month after the financial year end

The illustrative (but not exhaustive) list of tasks to be performed for Internal Audit by Practicing Audit Firm Partnership/Proprietorship/Individual is given as under:-

A. Following would be the scope covered for Head Office.

FUNCTIONS	AREAS	REVIEW OF SUB-PROCESSES
E-COMMERCE	E-AUCTIONS- PROCUREMENT & SALES- (INCLUDING COAL CELL)	-Bidders-Registration -Work Order/Agreements with Principals -E-auctions -Invoicing & Collections
MARKETING	PROCUREMENT OF IMPORTED/DOMESTIC MATERIALS UNDER CASH N CARRY BASIS OR BACKED BY 110% BANK GUARANTEE	-Selection of Principals/Customer and fixation of exposure limit - Memorandum of Agreements - Import Shipments -Domestic Purchases & Sales -Insurance -Lifting status of materials -Service Charge & Collection - Settlement of accounts with Customers - Compliance review of procedures mentioned in Corporate risk -Risk Management Policy (RMP) and Foreign Trade (FI) manual -Review of Stock Verification Reports - Review of proposal files on monthly basis - Risk Management System - Adequacy of Internal Control



	ADMINISTRATION	<p>Review of following expenses :</p> <ul style="list-style-type: none"> - Car Hire - Repair & Maintenance - Guest House - Travel & Tours - Office Rent - Security Service - Printing & Stationery - Courier Service - Communication Charges
REGULATORY	<p>LAW DEPARTMENT</p> <p>EDP DEPARTMENT</p> <p>HINDI DEPARTMENT</p> <p>CORPORATE SOCIAL RESPONSIBILITY (CSR) DEPARTMENT</p> <p>STATUTORY COMPLIANCES</p> <p>SECRETARIAL DEPARTMENT</p>	<ul style="list-style-type: none"> -Review of status of legal pending cases -Empanelment of Lawyers and their payments -Review of IT General Controls around data access, data and physical security, back up, help desk -Compliance to Regulatory requirements of Annual program for transacting the official work of the union in Hindi issued by the Department of Official Language -Review of CSR activities as per CSR committee guidelines -Timely deposit of dues and returns, i.e. TDS, TCS, Corporate Tax, GST - SEBI (LODR) <p>Review of the following</p> <ul style="list-style-type: none"> -Systems and procedures to comply with the provisions of the Companies Act, 2013 and DPE Guidelines on Corporate Governance -System for maintaining statutory registers, agenda and minutes -Transfer of Dividend amount to a separate bank account and dispatch of dividend warrants within the specified period -System of dividend payment and reconciliation between dividend amount payable and actual dividend paid



		<ul style="list-style-type: none"> -Transfer of unpaid dividend to IE & PF within the specified period -Dispatch of Annual Reports within the specified period
OTHERS	CORPORATE COMMUNICATIONS	Corporate Advertisement release process and their payments

B. Following would be the scope covered for Regional and Branch Offices.

FUNCTIONS	AREAS	REVIEW OF SUB-PROCESSES
E-COMMERCE	E-AUCTIONS TENDER/SALES	<ul style="list-style-type: none"> -Selling Agency Agreements with Principals -Bidders-Registration -E-auctions and tenders -Invoicing & Collections -Compliance review of procedures mentioned in Domestic Trade Manual -Internet Payment Gateway
OPERATIONAL	FIXED ASSETS HR CASH & BANK	<ul style="list-style-type: none"> -Procurement of Assets -Capitalization of Assets - Updating and Maintaining Fixed Assets Register - Sale/Disposal/Transfer/Write-off of Assets - Obtaining and Monitoring Asset Insurance - Physical verification process - Repairs & Maintenance of Assets - Process of Identification of idle assets, if any - Separation/Transfers - Attendance & Leave Records - Approving and Recovery of Employee Loans - Cash Payments & Receipts - Bank Payments & Receipt - Custody of Physical cash & Cheque books - Physical Verification Process- Obtaining and Monitoring Cash Insurance & Security - Verification of Bank Reconciliation Statement - Defining and adhering to Cash Levels & Holding - Short Term Deposits and related interest review



	ADMINISTRATION	Review of following expenses : <ul style="list-style-type: none">- Car Hire- Repair & Maintenance- Travel & Tours- Office Rent- Security Service- Printing & Stationery- Courier Service- Communication Charges
REGULATORY	LAW DEPARTMENT STATUTORY COMPLIANCES	<ul style="list-style-type: none">-Review of status of legal pending cases-Empanelment of Lawyers and their payments -Timely deposit of dues and returns, i.e. TDS, TCS, Corporate Tax, GST - SEBI (LODR)



ANNEXURE –II
FORMAT FOR TECHNICAL EVALUATION

SL. NO.	PARTICULARS	POINTS TO BE ALLOTTED	MAXIMUM POINTS
1.	Year of Establishment of the Audit Firm	1 Point per year	Maximum 10 points
2.	a) No. of Partners or b) Sole Proprietorship Firm	a. 3 Point per Partner b. 1 point per 2 year of experience for Sole proprietor	Maximum 10 points
3.	DISA/CISA qualified partner	2 Point per Partner	Maximum 10 points
4.	Branch Office 1,2,3..... at our respective branches (Particulars of each branch to be given)	a. 4 Points for Kolkata/New Delhi/Mumbai/Chennai b. 2 point for other MSTC branch office	Maximum 24 points
5.	No. of qualified assistants (Chartered / Cost Accountants) employed with the Firm	2 Points per Qualified Assistants	Maximum 10 Points
6.	No. of Semi-qualified Assistants (Chartered/Cost Accountants) employed with the Firm	1 point per Semi qualified Asstt.	Maximum 6 Points
7.	Exposure of the Firm in PSU Trading Company under Central/State Govt. as Statutory/Internal Auditor	2 Points per year of Audit	Maximum 10 points
8.	Exposure of the Firm in PSU (other than Trading Company) under Central/State Govt. as Statutory/Internal Auditor	2 Points per year of Audit	Maximum 10 points
9.	Experience in special assignments preferably in PSUs 6.1 Tax Audits 6.2 VAT Audits 6.3 Central Excise/Service Tax matters 6.4 Physical verification of Fixed Assets 6.5 GST Audits	2 Points 2 Points 2 Points 2 Points 2 Points	Maximum 10 points
	Total points		Maximum 100 points



ANNEXURE -III

PRICE-BID

(On letter head of Firm/Proprietorship/Individual)

PROFORMA FOR COMMERCIAL/PRICE BID (For conducting Internal Audit of MSTC Ltd for the Financial Year 2020-21).

Sl. No.	Particulars	Rate (Rs)	Amount in words
1	Fees for Audit work for the FY 2020-21		
	Cluster I - Head Office (Kolkata), Marketing Dept.		
	Cluster II - ERO (Kolkata), Vizag		
	Cluster III - NRO (New Delhi), Lucknow		
	Cluster IV - WRO (Mumbai), Vadodara, Jaipur		
	Cluster V - SRO (Chennai), Bangalore, Hyderabad		
	Cluster VI – Ranchi, Guwahati, Bhubaneswar, Trivandrum, Chandigarh, Raipur & Bhopal		
	(Firms need to quote for Cluster-wise. One firm may quote for individual Cluster or for all the Clusters)		
2	Out of Pocket Expenses Payable at actual subject to MSTC Travelling rules		Not to Quote
3	GST as applicable on fees (in %)		
4	TOTAL AMOUNT		

Signature: _____

Name & Designation of the Authorized Signatory: _____

Seal of the Firm/Proprietorship/Individual: _____

Date: _____

Place: _____



ANNEXURE –IV

(On letter-head of Firm/Proprietorship/Individual)

Format of Covering letter

Date:

To

.....(Designation)

.....(address)

Sub: Quotation for.....

Dear Sir,

We enclose herewith the Particulars and Details of the Firm, Techno-Commercial bid and price bids in connection with the above assignment.

We also state as follows:

- a. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- b. The prices quoted by us in the price bid are valid for 60 days from the date of opening of bid. We confirm that this proposal will remain binding upon us.
- c. Prices have been arrived independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.
- d. We agree to bear all costs incurred by us in connection with the preparation and submission of the offer and to bear any further pre-contract costs.
- e. We understand that M/s. MSTC is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.
- f. I confirm that I have authority of.....(name of the firm) to submit the proposal and to negotiate on its behalf.

Thank you,

(Name of Authorised Signatory) and membership no.

Name of Firm.



ANNEXURE -V

LIST OF REGIONS/BRANCHES of MSTC

Sr. No.	Region	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)	ISPAT Bhavan, 3rd Floor, No.5, Kodambakkam High Road, Chennai - 600 034
6	Branch Office (Bangalore)	19/5 & 19/6, 3RD FLOOR KAREEM TOWER, CUNNINGHAM ROAD BANGALORE- 52
7	Branch Office (Vizag)	4th FLOOR JEEVAN SAMRIDDHI, D No 42-1-45/1/1, NEW INVESTMENT BUILDING, THIKKANA ROAD, VISHAKAPATNAM, ANDHRA PRADESH - 530004
8	Branch Office (Vadodara)	21,Kamalanjali Apartment, 2nd Floor, Opp.Tube Company, Old Padra Road,Akota Vadodara-390 020
9	Branch Office (Hyderabad)	No 5-9-13, 7th Floor, Taramandal Complex, Saifabad, Between Sahara Manzil And Samrat Complex, Hyderabad, Telangana 500004.
10	Branch Office (Bhopal)	1st Floor, Tilhan Sangh Bhawan,1 Arera Hills MPOILFED Building Bhopal-462004.
11	Branch Office (Bhubaneswar)	8th FLOOR, IDCO TOWER, JANAPATH ROAD, UNIT-9, BHUBANESWAR - 751022,ODISHA
12	Branch Office (Chandigarh)	Telephone Exchange Building, 2nd Floor, Sector-5, Panchkula-134109
13	Branch Office (Guwahati)	BSNL Exchange Building, Beltola Basistha Road, Wireless Guwahati, ASSAM-781038
14	Branch Office (Jaipur)	CF/02, First Floor, Nehru place Complex, Tonk road Jaipur. PIN: 302015
15	Branch Office (Lucknow)	2nd Floor, Centre Court Building, Park Road, Hazratganj, Lucknow - 226001, Uttar Pradesh
16	Branch Office (Raipur)	Hall No 6 & 7, 3rd floor, Udyog Bhawan, Telibandha, Ring Road 1 , Raipur, 492006
17	Branch Office (Ranchi)	Exploration Building, 4th floor, CMPDI Campus, Gondwana Place, Kanke Road, Ranchi-834 031, Jharkhand
18	Branch Office (Trivandrum)	First Floor, Forest Central Library Building, Kerala Forest Head Quarters, Vazhuthacaud, Trivandrum 695014



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.

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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.

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- 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.

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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

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

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.

Section - 5 Previous Transgression

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.

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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.
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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.

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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
Place : _____
Date : _____

For Buyer/Vendor
Witness 1 : _____
Witness 2 : _____