



Colaco Building, Swatantra Path, Vasco-da-Gama,Goa-403802
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TENDER NOTICE

TENDER No. MMTC/GOA/SADA/RFP dated 13.03.2015

**SELECTION OF CONSULTANT FOR DETAILED
STUDY ON "IDENTIFICATION OF SUITABLE
COMMERCIAL USE OF MMTC LAND, AT
HEADLAND SADA, VASCO DA GAMA, GOA".**

1. INTRODUCTION

MMTC Limited is a Government of India Enterprise functioning under the aegis of the Ministry of Commerce, Government of India. MMTC has a regional office located at Colaco Building, Vasco da Gama, Goa. By virtue of a lease deed for 99 years, executed between MMTC Limited and Govt. of Goa, MMTC is in possession of land admeasuring approx 3.5 acres of land at Headland Sada, Mormugao, Goa from 16.07.1980. As per the terms of the lease, the land can be used for residential and commercial purposes. In 1989, 36 flats were constructed for the residential use of MMTC employees. This portion occupies roughly 1 acre of the land. The balance 2.5 acres of the land is vacant without any structures. Presently the 36 flats housed in six two storied buildings are vacant and in a dilapidated condition. The objective is to utilize the land to derive commercial value for the property. The proposal could include warehousing and / or any other large scale commercial activity either by way of direct investment or otherwise.

Business verticals of MMTC consist of Coal & Hydro-carbons, Minerals, Ferro Alloys, Agro Products, Precious Metals, Fertilizers, Metals including Steel, General Trade, NINL products, etc. For further details please visit www.mmtclimited.gov.in. Business synergy will be considered for technical qualification.

2. OBJECTIVES

The broader objective of this study is to check the viability of alternative uses to which the 3.5 acres of land can be utilized. A feasibility report for the same will be prepared incorporating the following details:

- Market potential and strategy
- Business plan and strategy
- Technical viability
- Commercial / Financial viability
- Implementation model

3. PURPOSE: -

The purpose of this study is to check the technical and commercial viability of putting the plot admeasuring 14310 sq.m. (as per the lease deed) at Headland Sada into commercial use.

MMTC invites offer in two bids systems from "Consultants" i.e the term "Consultants" could include but is not limited to reputed Consultancy firms of consultants.

The consultants are invited to submit Technical & Financial Proposal, (the Proposal) for consulting services in two envelope process (Bidding Process) for the Assignment named in the Data Sheet. MMTC Limited reserves the right to accept or reject any or all proposals which are found to be not meeting the stated and implied requirements, as per the terms of this tender document.

4. TECHNICAL CRITERIA

- 4.1 Submission of KYC documents - printed brochure or detailed profile of the bidder alongwith address, contact number, mail id, fax number, copy of service tax registration, PAN & last three Income Tax Return etc;
- 4.2 Bidder should be a consultancy firm for designing, planning, evaluation & due diligence of various types of projects. Bidder should have past experience of consultancy with minimum three completed Infrastructure / Construction Projects of more than Rs.5 crore each. Projects completed during last five years shall only be considered for the purpose. A certificate issued by Chartered Accountant / Chartered accountancy firm certifying the above should be enclosed.
- 4.3 EMD of Rs.50,000 (Rs. fifty thousand) only in form of DD/pay order payable at Vasco Da Gama, Goa in favour of MMTC Limited. The EMD of unsuccessful Bidders shall be returned within a month of selection of the successful Bidder or on MMTC annulling the bidding process. The Selected Bidder's EMD shall be retained as Performance Security/ Guarantee. No interest will be payable on this amount. Any Bid not accompanied by the EMD shall be rejected.
- 4.4 Signed copy of tender documents as a token of acceptance of terms & conditions of the tender.

5. PRICE BID

Price bid shall be in following format.

| Sl No | Name of Activity | Fee Amount (in Indian Rupees) In Figures & In Words |
|-------|-----------------------------|---|
| | | |
| 1 | Consultancy Fee (lumpsum) | |
| 2 | Service Tax (as applicable) | |
| 3 | Total | |

6. DATA SHEET

Information to Bidders

| Clause Reference | Details | Information |
|------------------|--|--|
| 1.1 | The Name of the Assignment | “IDENTIFICATION OF SUITABLE COMMERCIAL USE OF MMTC LAND AT HEADLAND SADA, GOA“ |
| 2.1 | Clarifications may be requested on or before 24th March, 2015 by 1100 Hrs. | General Manager Colaco Building, Swantantra Path Vasco-da-Gama,Goa-403802 Tel; 0832 251 3054 Fax 0832 251 7089 Email: vkc@mmtclimited.com ; <u>manojb@mmtclimited.com</u> |
| 3.1 | Bid should be submitted in the following language(s) | English. |
| 5.3 | The address for submission of bid | General Manager Colaco Building, Swantantra Path Vasco-da-Gama,Goa-403802 |
| 5.4 | Pre-Bid Meeting date/Time/venue | 7 th April 2015 at 1100 hrs. (IST) at MMTC Limited, Colaco Building, Swantantra Path Vasco-da-Gama,Goa-403802 |
| 5.5 | Bid must be submitted no later than the following date and time | Date: 16 th April 2015 Time: 1500 hrs (IST) Venue : MMTC Ltd., Colaco Building, Swantantra Path, Vasco-Da-Gama, Goa |
| 5.6 | Validity of the Bid | Bid must remain valid for 90 days from the opening date |
| 5.7 | Opening of Technical bids | Date : 17 th April, 2015 Time 1100 hrs. (IST) Venue: MMTC Ltd., Colaco Building, Swantantra Path, Vasco-da-Gama, Goa |

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

- i) Envelope No.1 superscribing as TECHNICAL BID containing the documents as per clause 4.1 to 4.4 above.
- ii) Envelope No.2 superscribing as FINANCE BID as per clause no 5 above

- iii) Envelope No.3 containing both TECHNICAL BID and FINANCE BID duly completed and should be superscribed as BID FOR SELECTION OF CONSULTANT FOR DETAILED STUDY ON IDENTIFICATION OF SUITABLE COMMERCIAL USE OF MMTC LAND AT HEADLAND SADA, VASCO DA GAMA, GOA, addressed to General Manager, MMTC Limited, Colaco Building, Swantantra Path, Vasco-da-Gama,Goa-403802 and should be deposited in the Tender Box placed in the office premises between 10:00 hrs to 15:00 Hrs before the DUE DATE i.e. 16th April 2015
- iv) The bidder is also allowed to be present during opening of tender with authorization letter.
- v) After acceptance of bid by MMTC, an unsigned copy of contract (as per annexure-1) will be forwarded to the successful bidder for his/their signature. Within 2 (two) working days from the date of receipt of the contract, Bidder shall return two sets of original signed & stamped of the same to MMTC for signature. MMTC shall return one original signed / stamped contract to the Bidder within 2 (two) working days.
- vi) No bid sent through telephone, fax or email will be accepted.

8. Arbitration

All disputes arising between the parties (MMTC and the Bidder) out of or in relation to aforesaid tender shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by CMD, MMTC. The arbitration proceeding shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 of India. The reasoned award made in pursuance thereof shall be binding on the parties. Venue of arbitration shall be Vasco Da Gama, Goa. Only the courts at Vasco Da Gama, Goa shall have the jurisdiction over the disputes in relation to and arising out of the contract.

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

AGREEMENT FOR PREPARATION OF DETAILED PROJECT REPORT

AGREEMENT NO _____

This AGREEMENT (hereinafter called the "Agreement") is made on the ____ day of the month of _____ 2015, between, on the one hand, MMTC Limited (hereinafter called the "MMTC" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and _____ (hereinafter called the "CONSULTANT" which expression shall include their respective successors and permitted assigns).

WHEREAS

- MMTC vide its Request invited Proposal for Preparation of Detailed Project Report (hereinafter called the "**Consultancy**") for Commercial use of Land at Headland Sada.
- The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to MMTC that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to MMTC on the terms and conditions as set forth in the RFP and this Agreement; and
- MMTC, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated _____ (the "LOA"); and
- In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1 Rights and obligations

1.1 The mutual rights and obligations of MMTC and the Consultant shall be as set forth in Agreement, in particular:

- (A) The Consultant shall carry out the Services in accordance with the provision of the Agreement; and
- (B) MMTC shall make payments to the Consultant in accordance with the provisions of the Agreement.

- 2 MMTC may, from time to time, designate one of its officials as MMTC Representative unless otherwise notified, MMTC Representative shall be:

General Manager
Colaco Building
Swantantra Path
Vasco-da-Gama, Goa 403802

Email: vk@mmtclimited.com;

The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Tel:

Mobile:

Fax:

E-mail:

3. SCOPE OF WORK

3.1 Study of Best Use

The following study shall be conducted to examine the best use of the proposed land parcel.

1. Initially a "Preliminary Feasibility Study" shall be conducted under which the following activities shall be performed:
 - a. Identification of various alternate uses
 - b. Preliminary evaluation of all the options
 - c. Selection of the best alternate use based on economic viability of the project
2. A detailed feasibility study of the best alternate use will be conducted. The scope of the work for the detailed feasibility study of the best alternate use shall be as suggested below.

3.2 Project Screening Report (PSR)

3.2.1 Demand Assessment Study

- (i) Identification of major existing and upcoming clusters
- (ii) Identification of consumer base / target market.
- (iii) Assessment of value added services that have a potential to house in the proposed project based on the demand assessment of the region.
- (iv) Comprehensive study on the existing and proposed logistical network from Vasco Da Gama, Goa to Various procurement centres / Markets.
- (v) List of top prospective clients for the said project

3.2.2 Demand projection:

- (i) The consultant is expected to use suitable primary/secondary data of demand, identify appropriate correlation factors influencing such demand, make projections for demand based on such correlation factors. The consultant shall record rationale for assumptions made by them and the percentage error expected while making demand projections.
- (ii) Secondary data shall be taken from authorized sources and the source of such data needs to be specified in the DPR.

3.2.3 Identifying suitable project infrastructure

- (i) Identify most suitable business plan for the project with an objective to maximize the return on investment to the project.
- (ii) Identify the various Infrastructure components for the Project
- (iii) Proposed development time schedules (Project phasing) for the Infrastructure components based on the demand projections
- (iv) Block cost estimates for infrastructure development
- (v) Indicative layout drawings for the proposed project
- (vi) List of statutory/regulatory approvals required for the Project, Details of Authorities issuing such approvals and Summary of key requirements for each of the identified statutory/regulatory approvals.

3.2.4. Project Risk Assessment

- (i) Identify key external and internal risks for the project
- (ii) Identify the risk variables and the range of variability for each of the key external and internal risks
- (iii) Assess the impact of risk on the project arising from variability of the key risk variables.

3.2.5. Business Planning

Based on the market potential analysis and risk assessment, the Consultant shall suggest preferably Light Asset Business Model for MMTC broadly containing the followings:

- (i) Asset business Model for the Project
 - Potential Client Sets and their stated & implied requirement
 - Potential Competitors to the Project and their business model, strengths and weaknesses
 - Infrastructure to be developed by MMTC , if any
 - Services to be offered by MMTC
 - Revenue Streams to MMTC
 - Cost Streams to MMTC
- (ii) Strategy for project development and marketing: Indicate suitable strategies for the client acquisition, Fund mobilization and Project Phasing
- (iii) Capital structuring of the project: Indicate appropriate debt: equity structure and potential financing strategy
- (iv) Sources(s) of Debt: Identify potential sources of Debt suitable for the project, details the salient terms of such debt and suggest strategies to meet the prescribed standards.
- (v) Financial projections (balance sheets, cash flows, P&L statements, Project IRR, capex statements) for 15 years post Commissioning of Phase 1 (If project is suggested to be developed in multiple phases)

- (vi) Sensitivity analysis of the project on key parameters (risk variables identified in Risk Analysis based on the relevant range of variability)
- (vii) Identification of potential Risk Mitigation Strategies.

3.3 Project Master Plan & Detailed Project Report (DPR)

The detailed project report shall incorporate the details of the draft report including suggestions and modifications in the same and the following. The DPR will be used for the purpose of debt financing from Banks/FIs and therefore the consultant's responsibility shall include making the DPR comply with requirements of the lenders.

- 3.3.1 A comprehensive Master Plan for the Project based on the optimum value to the identified demand
 - i. Land Use Plan
 - ii. Positioning of Infrastructure
 - iii. Sizing & Technical Specs for Infrastructure to be developed by MMTC
 - iv. Positioning of land/built up area to be offered to clients on assignment
- 3.3.2 Assessment of statutory project approvals required for the implementation of the project and collection of all relevant data for each statutory approval.

4. SCHEDULE FOR COMPLETION

4.1 Project Screening Report

- (i) Concept Report (CR): 2 weeks from the effective date
- (ii) Draft Screening Report (DSR): 8 weeks after the submission of concept report
- (iii) Final Screening Report (FSR): 2 weeks after the comments on the draft screening report

4.2 Detailed Project Master Plan & Detailed Project Report (After FSR approved by MMTC)

- 4.2.1 DPR: 2 weeks after approval of FSR

5. PAYMENT TERMS / SCHEDULE

The following is the terms of payment for this assignment. All the payments shall be made within 30 days of receipt of invoices/achieving the project milestones whichever is later. The Consultant shall be paid for its services as per the Payment Terms/Schedule as per the following payment terms

- 5.1 10% of the contract value against submission of Concept Report (CR).
- 5.2 20% of the contract value against submission of Draft Screening Report (DSR).
- 5.3 20% of the contract value against submission of Final Screening Report (FSR).
- 5.4 20% of the contract value against submission of draft Project Master Plan & Detailed Project Report.
- 5.5 30% of the contract value against approval of Final Project Report (FPR) by MMTC.

No payment shall be due for the next stage till the Consultant completes, to the satisfaction of MMTC, the work pertaining to the preceding stage. MMTC shall pay to the Consultant, only the undisputed amount.

MMTC shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by MMTC of duly completed bills with necessary particulars (**the "Due Date"**)

6 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the date of receipt of LOA.

7 Termination of Agreement

If the Consultant does not commence the Services within a period of 7 (seven) days from the date of receipt of LOA and/or does not submit the concept report within the stipulated time, MMTC may, by not less than 30 (thirty) days notice to the Consultant, declare this Agreement to be null and void at its sole discretion.

7.1 By MMTC

MMTC may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given if::

- (A) The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder within 30 days of

receipt of such notice of suspension or within such further period as MMTC may have subsequently granted in writing;

- (B) The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (C) The Consultant fails to comply with any final decision reached as a result of arbitration proceedings;
- (D) The Consultant submits to MMTC a statement which has a material effect on the rights, obligations or interests of MMTC and which the Consultant knows to be false;
- (E) Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (F) In the event MMTC exercises its right to terminate the contract, the Consultant shall be paid the payments liable as per the milestones satisfactorily completed immediately preceding the date of advise of termination.

7.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to MMTC, such notice to be given if:

- (A) MMTC fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute within 30 (Thirty) days after receiving written notice from the Consultant that such payment is overdue;
- (B) MMTC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 (Thirty) days after receiving written notice from the Consultant that such payment is overdue;

8 Payment upon Termination

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

- (A) No remuneration shall be paid if the agreement is terminated before achievement of first payment milestone mentioned under this agreement.

- (B) Remuneration for Services satisfactorily performed prior to the date of termination;

9. OBLIGATIONS OF THE CONSULTANT

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to MMTC, and shall at all times support and safeguard MMTC's legitimate interests in any dealings with Sub-Consultants or Third Parties.

10. CONFIDENTIALITY

The Consultant, its Sub-Consultants and the personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by MMTC to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to MMTC, its technology, technical processes, business affairs or finances or any information relating to MMTC's employees, officers or other professionals or suppliers, customers, or contractors of MMTC; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential information**") without the prior written consent of MMTC. Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- a. was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its sub-Consultants and the Personnel of either of them;
- b. was obtained from a third party with no known duty to maintain its confidentiality;
- c. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give MMTC, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

- d. is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential information, confidential and shall use its best efforts to ensure compliance with such undertaking.

11. Consultant's actions requiring MMTC's prior approval

The Consultant shall obtain MMTC's prior approval in writing before taking any of the following actions:

- A. Entering into a sub contract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by MMTC prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement, or
- B. Any other action that is specified in this Agreement.

12 Documents prepared by the Consultant to be property of MMTC

- 12.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of MMTC, and all intellectual property rights in such Consultancy Documents shall vest with MMTC. Any Consultancy Document, of which MMTC's ownership or the intellectual property rights do not vest with MMTC under law, shall automatically stand assigned to MMTC as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as MMTC may deem necessary to secure its rights herein assigned by the Consultant.
- 12.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to MMTC, together with a detailed Inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of MMTC.
- 12.3 The Consultant shall hold MMTC harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "claims") which may arise from or due to any unauthorized use of such Consultancy Documents, or

due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of MMTC.

13 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. It shall indemnify MMTC against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey/investigations.

14. Arbitration

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rule of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The governing law shall be Indian Law and the venue of Arbitration shall be Vasco Da Gama, Goa.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

For MMTC Limited

**Authorized Signatory
Signatory)**

For Consultant

(Authorized