



MORMUGAO PORT TRUST
ENGINEERING(CIVIL) DEPARTMENT,

C O N T E N T S

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MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT,

TENDER NO. CE/69/2016
TENDER NOTICE NO.CE/N-70/2016

“LICENSING OF AREA ADMEASURING 4350 M² LOCATED NEAR MPT GROUND AT BAINA, FOR STORAGE / HANDLING CONTAINERS FOR A PERIOD OF TEN YEARS ON TENDER CUM AUCTION BASIS.”

SECTION 1

NOTICE INVITING TENDERS

1. Sealed tenders are invited on behalf of the Board of Trustees of Port of Mormugao having its head office at MPT Administrative Bldg., Headland, Sada-Goa, 403804 in the prescribed form, in two-cover system comprising a “Technical Bid” and a “Price Bid” from bidders “LICENSING OF AREA ADMEASURING 4350 M² LOCATED NEAR MPT GROUND AT BAINA, FOR STORAGE / HANDLING CONTAINERS FOR A PERIOD OF TEN YEARS ON TENDER CUM AUCTION BASIS”, from the bidders fulfilling minimum Eligibility Criteria mentioned in Clause 4 of Section II, Instructions To Tenderers .

The bids should be submitted in accordance with the Instructions to Tenderers, General Conditions of Tender etc. as enumerated in the tender documents and provisions of Land Policy Guidelines 2014 issued by Ministry Of Shipping Govt. Of India

2. The tender documents can be purchased from the the Office of the Chief Engineer, Mormugao Port Trust, Headland, Sada, during working days from 13/08/2016 to 29/09/2016 (Extended) from 9.30 am to 16.30 hrs on payment of a non-refundable tender fee of Rs. 2500/- (Indian Rupees two thousand five hundred only). The tender documents can also be downloaded from MPT website “www.mptgoa.com”. Downloaded documents are to be printed on single side in a clearly readable form in A4 size sheet for submission. Tender documents can be sent by speed post /courier . Bids, which are not submitted in the prescribed format ,corrections not attested, and received beyond the submission date & time will be rejected.

3. The charges for the purchase of the Tender documents should be paid in the form of DD drawn in favour of Mormugao Port Trust . In case the documents are downloaded from the website, the Demand Draft towards the cost of tender documents is to be submitted as per clause 3.0 of Instructions to tenderers and Demand Draft in original is to be attached to cover No.1 of the tender bid. Tenders without tender cost will **not be**

accepted. Tender documents downloaded from website should be submitted in full. The cost of the tender documents will not be refunded under any circumstances.

4. Tender documents should be submitted so as to reach the Chief Engineer, Mormugao Port Trust, Main AO Bldg., 2 nd floor, Mormugao-403 804, upto 3.00 pm on due date and which will be opened at 3.30 pm on the same date in the presence of such tenderers who may wish to be present not later than the closing date and time as indicated in the time schedule at Clause no. 6 of the notice inviting tenders (NIT) (section - 1).

5. The tender shall be accompanied by an Earnest Money Deposit (EMD) in favour of " Mormugao Port Trust" (in the form of DD).

6. The time schedule for various activities in connection with the tender will be as follows:

a.) Tender Documents on Sale : From 13/08/2016 to 29/09/2016 (Extended) , from 9.30 hrs. to 16.30 hrs on all working days from CE'S Department .

b.) Date of Pre – bid meeting : On 19/08/2016 at 15.00 hrs

c) Closing date, time & place for submission : On 30/09/2016 (Extended) at 15.00 hrs of the "Tender" in CE's Department.

d) Opening of the 'Technical Bid, : On 30/09/2016 (Extended) at 15.30 Hrs. date, time and place in Conference Hall of CE's Department

e) The Auction followed by Opening of Price Bid and of : To be announced later. technically qualified offers.

Tenderers should send a "Letter of Authorization" with attested specimen signature of their representatives who are deputed by them to be present at the time of opening of the tenders.

7. The tenderer shall submit copy of TIN/PAN certificate, along with his tender.

8. All Tenderers are advised to visit the 'site' before submitting their offers, in order to make themselves fully aware of the site conditions. Mormugao Port Trust will not be responsible for any cost or expenses incurred by the tenderers in connection with preparation or delivery of the tenders, including costs and expenses related to visits to the sites.

9. Tender documents are non-transferable. Tenderers must obtain the Tender Documents in their own name and submit their Tenders directly.

10. The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid as per proforma at

Annexure-III.

Chief Engineer,



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT,
TENDER NO. CE/69/2016
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“LICENSING OF AREA ADMEASURING 4350 M² LOCATED NEAR MPT GROUND AT BAINA, FOR STORAGE / HANDLING CONTAINERS FOR A PERIOD OF TEN YEARS ON TENDER CUM AUCTION BASIS.”

SECTION -2

INSTRUCTIONS TO TENDERERS

1.0 SCRUTINY OF TENDER AND AUCTION PROCESS:

- 1.1 The tendering will be on basis of tender cum Auction process. The bidders should submit bids including the price bid under two cover system detailed in para 5 of Instruction to Tenderers.
- 1.2 The qualification of the bidders will be made as per the minimum qualification criteria mentioned under para 4 of Instruction to Tenderers.
- 1.3 The technically qualified bidders who fulfill the eligibility criteria will be informed and asked to participate in an Oral Auction process, which will be on the same day of the opening of the Price Bid in the presence of qualified bidders. Oral Auction process may be videographed.
- 1.4 The date, time and other details of Oral Auction will be intimated to the qualified bidders in advance.
- 1.5 The authorized representative attending the Auction process should submit an authorization letter issued by the competent authority of the bidder authorizing him to attend the auction process and offer bids. A copy of the Photo Identity Card and original of both the above documents should be submitted on the day of auction for verification.
- 1.6 All the qualified bidders should be present for oral Auction process which will be followed by the opening of the price bid.
- 1.7 The tender will be awarded to the highest bidder of both i.e the Auction process as well as the Price Bids submitted in the Sealed cover, Subject to compliance of other conditions of the tender.
- 1.8 The Scale of Rates (SOR) will undergo upward revision from time to time as notified by TAMP.
- 1.9 The description of land/premises is given in SCHEDULE-I indicating the approx. area, minimum base rent and license period and details of the existing structure if any in the leased area.
- 1.10 Tenderers quoting base rent less than the specified, their bids will be treated as non responsive and will be rejected.

- 1.11 Successful tenderer to deposit 24 months rent as Security Deposit which will be refunded on expiry of License period, subject to fulfilling the terms and conditions of the Lease agreement / License agreement.
- 1.12 The allotment of land/premises will be governed by the Land Policy Guidelines 2014 issued by the Ministry of Shipping, Government of India from time to time and shall supersede any provisions in the tender.
- 1.13 The area licensed to the successful tenderer shall be used for operating storage and handling container terminal and for the Port related activities only.
- 2.0 The successful bidder has to pay annual advance licensee fees of one year (12 months) every year in advance.

3.0 MODE OF PURCHASE OF TENDER DOCUMENTS.

i) The tender documents (one copy) can be purchased from the Office of the Chief Engineer, Mormugao Port Trust, Headland, Sada, Goa, India, from 13/08/2016 to 29/09/2016 (Extended) during working days from 9.30 hrs. to 16.30 hrs. on payment of **Rs. 2500/- (Rupees two thousand five hundred only)** in the form of Demand Draft (non-refundable), drawn in favour of "Mormugao Port Trust" on a scheduled/ Nationalized bank having their branch in Mormugao/Vasco. The Tender documents can also be downloaded from Port's website www.mptgoa.com. However, the tenderer has to inform the port that he has downloaded the tender documents and submit the cost of tender document i.e. Rs 2500/-, in the form of Demand Draft drawn in favour of Mormugao Port Trust, along with the bid, in a separate cover.

ii) The tenderers should specifically note that their offers/bids, whether sent by post/courier or by hand delivery must reach the office on or before the due date and time. Offers received later than due date and time will not be considered even though it is sent/posted before due date.

4.0 QUALIFYING CRITERIA:

- 4.1 The bidders who wish to participate must fulfill the following requirements, and bids of only those who fulfill these requirements shall be considered for detailed evaluation:-
 - 4.1.1 (A) The bidder shall be in the business of bringing container traffic in the Port as CHA/ shipping lines/ forwarding agents of shipping lines with a minimum cargo of 1000 TEU's per annum either as Empties/ Import / Export container cargo.
 - 4.1.1 (B) The bidder should be a Firm or Company or Joint Venture or Consortium having an average annual financial turnover of **Rs. 2 crore** for the last 3 years ending 31st March 2016. In case the bidding entity is not in existence for the last 3 years, the average annual financial turnover of the entity should be equal to or more than **Rs. 2 crore** for the period of their existence.
 - 4.1.2 The bidders should produce copies of audited Annual Accounts. In case of provisional Annual Accounts, a Certificate to the effect from their Auditors has to be submitted.

- 4.1.3 **In the case of consortium** submitting the bid, and becoming the successful bidder, the Consortium members should form a legal **entity either as a Joint Venture or otherwise** under Indian Company's Act within 30 days from the receipt of intimation from Mormugao Port Trust to the effect that the Consortium is the successful bidder and further correspondence will be with the legal entity.
- 4.1.4 The Tender should contain information regarding all the Members of the consortium.
- 4.1.5 One of the Consortium Members should have Purchased/downloaded the Tender Document on behalf of the Consortium.
- 4.1.6 The Tender should include the description of the roles and responsibilities of individual members.
- 4.1.7 One of the Members of the consortium shall be nominated as being in – Charge (Lead Member) and this authorization shall be supported by a Power of Attorney.
- 4.1.8 The Members of the consortium shall enter into a Memorandum of Understanding (MOU) delineating the rights and obligations of the members for the purpose of making submission of the tender.
- 4.1.9 The MOU shall also clearly specify among other things the shareholding commitment of each member.
- 4.1.10 A copy of the MOU shall be submitted along with the Tender.
- 4.1.11 Tenderers shall mention in Cover No.I, specifically the Synopsis of type of business i.e container cargo as Empties / export/ Import cargo in detail that proposed to be carried out in the licensed area. The same to be mentioned on their letter head as an enclosure.
- 4.1.12 The Land has been considered for letting out on license for the purpose of setting up container Terminal permitted by the Port. No unlawful activities are permissible and if are found any, license deed will be terminated, forfeiting security deposit and advance payment made. Besides action will be initiated as per the provision of the relevant Indian Penal code.

5.0 SUBMISSION OF TENDER:

Completed tender shall be submitted to the Chief Engineer's office before the due date and time for receipt of tender. Last date and time for submission of completed tenders will be on 30/09/2016 (Extended) up to 15.00 hrs. MPT may at its discretion extend the date for receipt of tenders. Tenders received after the aforesaid time and date or the extended time and date, if any, will be rejected & returned unopened to the Tenderers. Tenderers can also submit the completed tender through courier or by post. However, tenderer should ensure while sending the tender through courier or by post that the tender reaches the Chief Engineer's office on or before the last date and time of submission of tender.

- 5.1 Tender shall be submitted in **TWO separate sealed envelopes** as mentioned under 5.1 (A) & 5.1 (B) taking into consideration clause No. 5.1 (C).

5.1 (A) ENVELOPE “A”: TECHNICAL BID shall be sealed and super scribed with words “LICENSING OF AREA ADMEASURING 4350 M² LOCATED NEAR MPT GROUND AT BAINA, FOR STORAGE / HANDLING CONTAINERS FOR A PERIOD OF TEN YEARS ON TENDER CUM AUCTION BASIS.” “ENVELOPE A- TECHNICAL BID”. It shall contain the Tender Document, Cover A-I, Details as per Para 4.0 of Section-2, (INSTRUCTIONS TO TENDERERS), D.D./ towards Cost of Tender Form (in case of down loaded from website), D.D towards Earnest Money Deposit etc. And ENVELOPE-B “Price Bid” in separate sealed cover.

5.1.(B) EARNEST MONEY DEPOSIT (EMD):

i) The tender shall be accompanied by Earnest Money as detailed at the SCHEDULE-I and EMD shall be submitted through Demand Draft in favour of Mormugao Port Trust from any Nationalised Bank/Scheduled bank in India. The tender not accompanied with requisite EMD shall be treated invalid.

(ii) The tender documents shall be duly filled in all schedules and forms as required and signed and stamped on all pages by the tenderer.

iii) Report on the financial capability of the Tenderer including average annual turnover for the last three years **Schedule – B**. The financial turnover with regard to the above should be accompanied with the Auditors Report for the past three years ending March,2015. In addition, the last three years Balance Sheet, Profit & Loss Account etc. should also be furnished. The Tenderer shall ensure that he is fulfilling the minimum qualification criteria as regards turnover as detailed at clause 4.1.1 above. Bankers name and address for making reference regarding financial position should be furnished.

iv) Tenderers shall submit notarised/attested copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership (If documents are translated then notarised).

v) Tenderers shall submit information regarding any current litigation in which the tenderer is involved. If no involvement, a Nil statement may be attached.

vi) Tenderers shall submit Power of attorney for the signatory of the tender and for leasing out the land when awarded.

vii) Tenderers shall also submit copy of TIN/PAN.

5.1. (C) ENVELOPE “ B ” PRICE BID

The **Envelope “B”** shall be sealed and super scribed with words “TENDER FOR “LICENSING OF AREA ADMEASURING 4350 M² LOCATED NEAR MPT GROUND AT BAINA, FOR STORAGE / HANDLING CONTAINERS FOR A PERIOD OF TEN YEARS ON TENDER CUM AUCTION BASIS.” “ENVELOPE B- PRICE BID Offer in Schedule ‘C’ and shall be in the given format. The Tender Document as issued shall be duly signed, stamped and completed. The price shall be quoted only in Indian Rupees. The Price Bid shall be free from any corrections.

NOTE-1: Price Schedules taken from the Tender Documents are to be used and submitted as mentioned above in sealed envelope and shall be clearly marked as Envelope B: PRICE BID. Superscribing Tender No, Name of Licensee, & Firm detail address including Tender No .

NOTE-2: It is very much essential to keep the price bid documents as mentioned above, only in the Envelope B: Price Bid. Disclosure / indication of the Price/s in the Technical Bid shall make the Tender to be disqualified and rejected.

NOTE-3: In Envelope B - Price bid, the tenderer should quote one price only. Declaring price by showing optional offers may lead to rejection of the complete offer.

NOTE-4: The prices shall be written both in words and figures and in case of any deviation, prices in words shall be valid and binding. In case of any error in total indicated by bidders, the unit price alone shall be considered valid and binding on bidder. Corrections should be duly attested by the signature(s) of the bidder(s) with date.

5.1. (F) The tenderer should note the following conditions carefully and comply with the same before and while submitting the tender. In case the following conditions are not complied with, the tender is liable to be rejected.

5.1 (G) The EMD shall be forfeited:

- i. In the event of the tenderer withdrawing/modifying the tender before the expiry of tender validity of 180 days from the date of submission & opening OR
- ii. If the tenderer fails to make payment towards the licence fees, security deposit etc as stipulated in the tender.

5.1 .1 (H) WITHDRAWAL OR MODIFICATIONS:

Any withdrawal or modifications are permitted only on request in writing till last date and time of submission of the Tender, that means the tender cannot be withdrawn or modified after the last date and time of submission and in case the Tenderer modifies or withdraws the tender after the last date and time of submission of tender, clause No. 5.1(F) will apply.

5.1. (I) DOCUMENT PRESENTATION

- i. The tenderer should quote his price only as per the proforma attached with the tender document as “SCHEDULE-C”.
- ii. The envelope not sealed properly shall not be accepted.
The sealed cover shall be addressed to the Chief Engineer, Mormugao Port Trust, Headland Sada, and shall be super scribed as TENDER FOR “LICENSING OF AREA ADMEASURING 4350 M² LOCATED NEAR MPT

GROUND AT BAINA, FOR STORAGE / HANDLING CONTAINERS FOR A PERIOD OF TEN YEARS ON TENDER CUM AUCTION BASIS.”

- iii. iv. The Tenderers must submit all details, documents etc. as required in the tender and fill in the format given at ‘Schedule-A’ .
- v. Tenderer shall complete all the Annexures & Schedules with all the information called for therein and sign with date and stamp on all the pages of the tender documents and the Schedules. Any tender not so completed is liable to be rejected. The Form of Tender and Schedules shall not be defaced in any way whatsoever or detached from the Conditions of Tender.
- vi. The tenderer should not submit their offer with any conditions/ counter conditions anywhere in the tender documents. The conditional tenders, if any, shall be summarily rejected.
- vii. All the documents submitted should be bound/filed, indexed and page numbered.
- viii. The tenderer shall examine all the tender conditions and the specification etc. in the tender documents. The tenderer, if so desire, may visit the sites and get himself acquainted with necessary data, for the purpose of making responsive offer.
- ix. The tenderers are requested to visit the site and study the scope/nature of land before quoting.

6.0 Site Inspection:

- 6.1 It would be deemed that prior to submission of tender, the tenderer has made a complete and careful study of the existing conditions including but not limited to (a) the site conditions; (b) condition of the access road & surroundings and has assessed the extent of the work requirements for the installation of the Project including market study. It is also deemed that they are fully aware of all the applicable laws and to obtain applicable permits at their own cost pertaining to the purpose for which they intend to use the premises. For site inspection bidder may contact AEM – I (telephone No. 0832 – 2594109).

The Location drawing plan is submitted separately along with Tender document.

- 6.2 The Port Trust shall not be liable for any mistake or error or neglect by the tenderer in respect of the above.

7.0 Tenderers Responsibility

- 7.1 The tenderer is expected to examine carefully the contents of the tender documents, including but not limited to the terms and conditions in the License deed format at **Annexure-II**.

- 7.2 The details to be filled in as per proforma (**Annexure I**) attached shall be either typed or written in indelible ink and shall be signed by the tenderer or person duly authorized to sign on behalf of the tenderer. Such authorization

shall be by written Power of attorney. All pages of the tender document shall be signed by the person signing the tender. The name and position held by the person signing the tender shall be typed or printed below his signature.

- 7.3 The tender documents including the proforma, which form part of the tender document, shall be duly filled in and signed and submitted along with the tender.
- 7.4 Any existing obstructions like pipe lines, cables etc. in the licensed land which are likely to cause hindrance to the structure/construction shall be re-laid/ dismantled / re-routed by lessee at his cost with the prior approval and as directed by the appropriate authority.
- 7.5 The area /PLOT will be allotted only after obtaining approval of Port Trust Board.
- 7.6 The water/ Energy consumption charges will be borne by successful Bidder. Mormugao Port shall provide necessary NOC for obtaining the water/electrical connections.
- 7.7 The licensee is bound to develop the licensed land like providing drains, roads, etc. at their cost if necessary for effective functioning and connectivity to main roads.
- 7.8 The area/plot to be LICENSED is for storage and handling containers and other port related work for a period of 10 years.
- 7.9 The area of plot given is approximate and there may be marginal variations. The sketch showing the location of the plot is attached.
- 8.0 The TAMP has revised the license fee in the month of June 2012 and new licensed fee will be fixed in the month of June 2017. The licensed rent is subject to escalation of 2 % , every year in the month of June till new licensed rent is fixed by TAMP.

8.0 AMENDMENT TO TENDER DOCUMENT:

- i. At any time prior to the deadline for the submission of Tenders, the Mormugao Port for any reason, whether at its own initiative or in response to tenderer, may modify the Tender documents by an amendment.
- ii. The amendment in the form of addendum will be sent in writing to all prospective tenderers who have collected the tender documents, to arrive not later than 10 days prior to deadline for submission of tender.
- iii. The tenderer should promptly acknowledge the receipt by Fax to the Mormugao Port. The amendments will also be hosted on the website up to **ten** days prior to the date specified for submission of the tender. All the bidders who have down loaded the Tender Documents shall verify if any such amendment/ modification has been issued, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s)/ modification(s) if any shall be binding on the bidders. No separate notice/ intimation of amendments/ modifications will be sent to those who have downloaded the document from the web.
- iv. The Port Trust may at its discretion extend the deadline for the submission of Tenders to enable prospective Tenderers to take the amendment into account while preparing the Tender.

9. OPENING OF THE TENDERS:

- i. The Technical cover Envelope marked "A" of Tenders will be opened on 30/09/2016 (Extended) at 15.30 hrs, in the presence of those tenderers who may wish to be present.
- ii. **The Envelope "B" Price Bid**, shall be opened on the date so fixed by Mormugao Port Trust. The Envelope "B" will be opened only of those tenders who will qualify in the Technical Bid. The tenderers qualified in technical bid will be informed in writing to attend the **Auction and Price Bid opening. The tenderer has to be present for the Oral Auction otherwise their quoted amount in the Price Bid will be considered as final .**
- iii. The tenderers who wish to witness the tender opening shall send a letter of authorization with attested specimen signatures of their representatives who are deputed to attend the opening of tenders. Representatives without such authorization letters may not be permitted to be present to witness the tender opening.
- iv. To assist in the examination, evaluation and comparison of tenders, Port Trust may ask tenderers, individually for clarification of their tender. The request for clarification and the response shall be sent in writing by Post and Fax but no change in price or substance of the tender shall be sought, offered or permitted.

10. DETERMINATION OF RESPONSIVENESS:

The Port will scrutinize tenders to determine whether the tender is responsive to the requirements of the tender documents. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.

11. EVALUATION AND COMPARISON OF TENDERS:

Only such tenders, as determined to be responsive to the requirements of the tender documents will be considered for opening the Price Bid. The Port's decision on this shall be final, conclusive and binding.

12. VALIDITY OF TENDER:

The tender shall remain valid and open for acceptance for a period of 180 days from the date of opening of the tender. The Mormugao Port reserves the right to extend the period of validity for a specific period. The request and response thereto shall be made in writing by post or by fax. The tenderers will have an option to refuse the request of period of extension without forfeiting their EMD. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

13. ACCEPTANCE OF TENDER:

The Port Trust does not bind itself to accept the highest lease/licence fees or any other tender, and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.

14. LANGUAGE OF THE TENDER :

The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the Employer shall be

written in **ENGLISH LANGUAGE**. Any printed literature, other than in English language, shall be accompanied by an English translation, in which case for purpose of interpretation of the tender, the English translation shall govern.

CHIEF ENGINEER



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT,
TENDER NO. CE/69/2016
TENDER NOTICE NO.CE/N-70/2016

“LICENSING OF AREA ADMEASURING 4350 M² LOCATED NEAR MPT GROUND AT BAINA, FOR STORAGE / HANDLING CONTAINERS FOR A PERIOD OF TEN YEARS ON TENDER CUM AUCTION BASIS.”

SCHEDULE-I

Sr No.	Description of land/premises	Appx. AREA (in Sq. m)	BASE RENT FOR 10M2 OR PART THEREOF PER CALENDAR MONTH	Lease / License period of premises /area	EMD amount
1.	AREA ADMEASURING 4350 M2 LOCATED NEAR MPT GROUND AT BAINA FOR STORAGE/ HANDLING CONTAINERS	4350	Rs.590.00	10 years	Rs.3,10,000.00

Please refer sketch which is attached separately.

Note: 1.Minimum Base Rent for the premises is fixed as mentioned in the above table for 10 sq. meter or part thereof per calendar month or part thereof . Service Tax , Swatch Bharat cess as applicable from time to time, will be payable extra. Special rate levy @ 9% is payable by the successful tenderer as per the Scale of Rates.

2.The land to be licenced is situated outside Custom's bond area .

3. The land/premises shall be allotted to Bidders on 'as is where is basis'.

CHIEF ENGINEER



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT,

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SECTION 3

GENERAL CONDITIONS OF CONTRACT

1. Signing of Agreement

On award of Licence , the successful tenderer shall execute the License Agreement in the Prescribed Format within the stipulated period on Goa State Stamp Paper purchased in Goa of appropriate value. The signing of License agreement shall be completed by the successful tender within 30 days of receiving the acceptance letter. Failing which the EMD is liable to be forfeited.

2. Taxes & Duties:

The successful tenderer shall pay all taxes (including service tax), levy, duty, etc., which they may be liable to pay to Mormugao Municipal Council, /State of Goa & Government of India or any other authorities under any law for the time being in force in respect of or in accordance with the execution of license deed. The successful tenderer shall further be liable to pay such increase in the taxes, levy, duty etc, under the existing law or which may be liable as a result of introduction of any new law. Increase in taxes, levy, duty etc., or imposition of new taxes, levy, duty etc., shall not be a ground or an excuse for not complying with the formalities within the stipulated time or a ground or an excuse for extension of time for completing the licensed deed. All such payments to be made by the Tenderer are deemed to have been included/considered while quoting the tender.

3. The tenderer shall treat all the documents and information received from the MPT and all other related documents / communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The contractor shall not divulge any such information unless the MPT authorities permit this in advance in writing.

4. Suspension of License :

If any of the following events shall have happened and be continuing, the MPT may, by written notice to the license, suspend the license.

- (a) A default shall have occurred on the part of the License in the executing of License Agreement .
- (b) Any other condition which makes it unable for either party by reason of “force majeure” as referred to in Clauses to successfully carry out the assignment/s or to accomplish the purpose of the contract.

5. Force Majeure:

- a) If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within 14 days (fourteen days) after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.
- b) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in clause (a) above or delays arising from such event;

6. Award of License

6.1 The license will be awarded to the tenderer as per clause 1.1 of Section - 2 , Instruction to tenderers of tender document.

6.2 In the event of tender being rejected the ‘Earnest Money’ paid with such unaccepted tender shall be refunded.

7. Port Trust’s right to accept or reject a tender

7.1 Notwithstanding anything contained in this tender document, the Port Trust reserves the right to accept a tender or to reject any or all of the tenders and to annul the tendering process at any time prior to award of license without assigning any reason thereof.

7.2 Incomplete tenders or tenders not in the prescribed format and with corrections not attested shall be liable for rejection.

7.3 Mormugao Port will not take responsibility for any delay in receipt or non-receipt of the tender document.

8. Notification of Award

The Mormugao Port will promptly notify the successful tenderer by facsimile, confirmed by registered letter that their tender has been accepted.

9. Payment of Security Deposit and Annual / license fee and taking over of Premises.

- 9.1 Failure of the successful tenderer to pay the requisite / licence fees , security deposit , taking over the premises within the stipulated time period and

signing of license agreement shall constitute sufficient ground of annulment of the award and forfeiture of the EMD.

9.2 The license period shall commence from the date of taking over of the premises or from the date of expiry of 30 days from the date of the receipt of notification of award from Mormugao Port Trust, by the successful tenderer, whichever is earlier.

9.3 The land along with infrastructure will be handed over to tenderer only on payment of the lease / licence fees , security deposit and valuation amount.

10. Executing of License Agreement:

The successful tenderer shall execute License Agreement in the format at **Annexure-II** within 30 days from the receiving the acceptance letter and payment of One year advance license fee failing which action as per cl no. 9.1 above shall be taken. All the cost and expenses for executing of License Agreement shall be borne by the successful tenderer.

11. SECURITY DEPOSIT:

11.1 The successful bidder shall pay security deposit amount equivalent to 02 year (24 months) Lease / Licence fee by Demand Draft/Bank Guarantee issued by Nationalised Bank payable at Goa, within 15 days of acceptance of the letter of intimation for licensing of the premises . The Bank Guarantee shall be valid during the entire period of license. The successful bidder who fails to pay the Security Deposit within stipulated period their EMD will be forfeited. The EMD of successful bidder who do not pay the annual licensee fee and security deposit even after receiving offer letter will be forfeited after 15 days(or as decided by the port) of receipt of such letter by the party.

11.2 Upon successful execution of the Agreement, the EMD will be returned to the successful bidder. The EMD shall remain in full force and effect until the performance Guarantee is provided.

11.3 In case the successful bidder fails to take possession within 30 days from the acceptance letter , an amount to one months lease / licence fees will be deducted from security deposit and balance amount will be refunded and thereafter the license revoked and EMD will also be forfeited.

11.4 The annual license rent shall be escalated by 2 % every year in the month of June as per TAMP.

SCHEDULE OF PREMISES:

District	:	SOUTH GOA
Sub-District	:	-----
Taluka	:	MORMUGAO
Village /City	:	VASCO-DA-GAMA
Tenure	:	LICENCE BASIS
Chalta No.	:	41
P.T.S No.	:	118

11.5 Description of license area.

“LICENSING OF AREA ADMEASURING 4350 M² LOCATED NEAR MPT
GROUND AT BAINA, FOR STORAGE / HANDLING CONTAINERS FOR A PERIOD
OF TEN YEARS ON TENDER CUM AUCTION BASIS.”

12. The bidder would be required to quote, in the financial proposal (Price Bid), the license fee, per calendar month that would be paid to the Port Trust. In addition to lease / license fee, the successful bidder will have to the special rate notified in SOR, Service tax, as applicable from time to time, in addition to license fee. Minimum Base rent for the premises per calendar month is as per Schedule I & Schedule II enclosed. The bidder quoting lease / license fee less than base rent will not be accepted.
13. The tenderer shall make a thorough study of the scope of the land and infrastructure mentioned in the document and for further details he may consult the Asst. Estate Manager - I of this department and other persons authorized by him, before bidding.
14. The Asst. Estate Manager-I is the nominated officer for handling land matters he shall be contacted for any further clarification and site visit.
15. The prices quoted in the bid shall only be in Indian Rupees.
16. The successful tenderer shall have to work in close association with the various departments of Port Trust.
17. Changes in constitution of firm:

In the case of a tender by partners, any change in the constitutions of the firm shall be forthwith notified by the bidder to the Chief Engineer for his information.
18. Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to rejection.

CHIEF ENGINEER



SCHEDULE - A

MORMUGAO PORT TRUST
ENGINEERING(CIVIL)DEPARTMENT

TENDER NO. CE/69/2016
TENDER NOTICE NO.CE/N- 70 /2016

“LICENSING OF AREA ADMEASURING 4350 M² LOCATED NEAR MPT GROUND AT BAINA, FOR STORAGE / HANDLING CONTAINERS FOR A PERIOD OF TEN YEARS ON TENDER CUM AUCTION BASIS.”

SECTION -5

LIST OF DOCUMENTS TO BE SUBMITTED BY THE TENDERER
IN ENVELOPE 'A' - TECHNICAL BID

Sl. No	Clause Ref. No.	Description of Documents	Whether submitted by the Tenderer (Yes/No.) & Ref. of page No.
1		List of enclosures	
2	Cl.No:5.1.B)i, of Instruction to Tenderer	EMD for Rs. 3,10,000.00 in the form of DD	
3	Cl.No.5.1.B.ii, of Instruction to Tenderer	Tender document duly filled in except price schedule signed and stamped on all the pages.	
4	Cl.No.5.1.B).iii of Instruction to Tenderer	Details of Financial Stability (Schedule-B). Copies of profit and loss statement, balance sheets and auditors report / annual report for the last 3 years	
5	Cl.No:5.1.B).iv of Instruction to Tenderer	Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership firm/ partnership....	

6	Cl.No:5.1.B). v of Instruction to Tenderer	Detailed information regarding current litigation, if any, in which the tenderer is currently involved.	
7	Cl.No: 5.1.B).vi of Instruction to Tenderer	Power of Attorney in favour of person authorised to sign the tender document.	
8	Cl.No: 5.1.B)vii of instruction to Tenderer	Copy of TIN/PAN certificate	
9	Clause 5.1 (C) b Instruction to Tenderers	Performa of undertaking regarding illegal method for influencing bid process (Annexure-III) .	
10	Proforma of undertaking	Proforma of undertaking that no changes have been made in the tender document downloaded (Annexure-V).	

Note: All the documents submitted by the tenderer shall be neatly bound / filed and page numbered or properly marked. Tenderer is required to mention relevant page numbers / marking of his offer while filling up the above format. Attention of the Tenderer is drawn to Cl. No: 5.1. (E) of Instructions to Tenderers.

Tenderer's Signature.....
with seal



SCHEDULE -B

MORMUGAO PORT TRUST
ESTATE SECTION, ENGINEERING (CIVIL) DEPARTMENT
HEADLAND SADA

Phone: (0832)-2594901 , Fax: (0832)-2521165

TENDER NO. CE/ 69/2016
TENDER NOTICE NO.CE/N- 70 /2016

“LICENSING OF AREA ADMEASURING 4350 M² LOCATED NEAR MPT GROUND AT BAINA, FOR STORAGE / HANDLING CONTAINERS FOR A PERIOD OF TEN YEARS ON TENDER CUM AUCTION BASIS.”

SECTION-6
FINANCIAL DATA

Average financial turn over for the last three years ending 31-03-2015.

Sl. No.	Financial Year	Financial Turn Over (In lakhs)
1	2013 – 14	
2	2014- 15	
3	2015- 16 *	

* Provisional figures certified by CA may be given.

B. i. Name/ Address of Commercial Bank providing Credit Line.

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.....

.....

Attach copies of the audited financial statements of the last three financial years.

SIGNATURE OF TENDERER



ANNEXURE-I

MORMUGAO PORT TRUST
ENGINEERING CIVIL DEPARTMENT

TENDER NO. CE/ 69/2016
TENDER NOTICE NO.CE/N- 70/2016

“LICENSING OF AREA ADMEASURING 4350 M² LOCATED NEAR MPT GROUND AT BAINA, FOR STORAGE / HANDLING CONTAINERS FOR A PERIOD OF TEN YEARS ON TENDER CUM AUCTION BASIS.”

1. Name of the tenderer offering the bid :
2. Address :
3. Status – Individual/ Company/joint venture/
Partnership firm :
Give all relevant details.
 - (i) Year of establishment :
 - (ii) Parent Company, if any :
4. Details of existing business, if any, in the
Port with details of cargo handled :

SIGNATURE OF TENDERER

ANNEXURE -II
LICENCE AGREEMENT

This License Agreement is made on this ____ day of ____ of the year 2016 at Headland Sada, Mormugao, Goa.

BETWEEN

THE BOARD OF TRUSTEES OF THE PORT OF MORMUGAO, a body constituted under the Major Port Trusts Act, 1963 and having its office at Headland Sada, Mormugao, Goa, and represented by duly Authorized Representative Shri.*****, holding statutory power of Chief Engineer [hereinafter called the the **“LICENSOR”** which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to include its Executors, Administrators, Legal Representatives, Successors in office and Assigns) of the ONE PART;

AND

M/s.***** having their registered office at ***** and represented by its Shri _____, _____ (hereinafter called the **“LICENSEE”** which expression shall unless excluded or repugnant to the subject or context or meaning thereof be deemed to include its Executors, Administrators, Legal Representatives, Successors in office and Assigns) of the OTHER PART.

WHEREAS the LICENSOR is absolutely seized and possessed of or otherwise is sufficiently, entitled to all those piece and parcel of land /premises situated at ***** , District of South Goa (hereinafter called” Said Land/premises”).

WHEREAS the LICENSEE, has quoted for ***** in Tender No.CE/_____ admeasuring **** m2 for utilization ***** w.e.f / /2016 for period of 10 years.

AND WHEREAS the LICENSOR has agreed to LICENCE the said land for a period of ***** from ***** to ***** on payment of license fee along with other charges in advance Rs._____

NOW, THEREFORE, THE LICENSOR AND THE LICENSEE AGREE TO AS

FOLLOWS:

1. The following documents shall be deemed to form and be read and Construed as part of this LICENCE AGREEMENT.
 - a) Tender Notice.
 - b) Form of Tender.
 - c) Schedule- I.
 - d) Conditions of Contract.
 - e) Form of Bank Guarantee for Security Deposit.
 - f) Tender document Vol.I (Instructions to tenderers, special Instructions, General and special Conditions and General Specification).
 - g) Office Letter ref No. ***** dated *****
 - h) Acceptance letter No. ***** dated *****.
 - i) Pan Card copy.
 - j) Land Policy Guidelines issued by MOS from time to time.
2. The LICENCE is granted for a period of ***** from ***** to *****.
3. The LICENSEE shall use said land and infrastructure /premises only for the purpose for which it has been licensed out. . The Licensee shall take such other safety measures and precautions as may be required under regulations and as directed by the LICENSOR. The Licensee shall also obtain NOC from the competent Statutory Authorities, as required for the storage facility, if required at their own cost.
4. The LICENSEE shall be liable to pay Annual Licence fee in advance every year with the annual escalation @ rate of 2% every year. Whenever LICENSOR is in process of revision of rates for estate rentals by TAMP and finalizes the SOR which is higher than the license fee paid by him. The LICENSEE is liable to pay as per the revised rates for the period of occupation, as and when claimed by the LICENSOR.
5. The LICENSEE shall pay in advance 24 months license fee of Rs.***** [Rupees ***** only) including the Special Rate prescribed in the SOR and Service tax as applicable from time to time, as security deposit either in DD/ bank guarantee valid throughout the license period.
6. The LICENSEE shall not sub-let, transfer or assign the said land in whole or in part in any manner whatsoever to any other person or persons whatsoever
7. The LICENSEE shall keep intact the boundary marks or other marks of identification of the said land and in case boundary marks are defaced or destroyed by the LICENSEE, the LICENSEE shall replace them and the cost will be recovered from Lessee.
8. The LICENSEE shall be responsible for any loss or damage caused to the Leased /Licenced property and area surrounding the said land or any other

installations or material situated on the said land arising from or out of Licence of this land and in the event, if any claim is made against the LICENSOR by any other person for loss or damage to him, which has arisen from or out of use of the said land by the LICENSEE, the LICENSEE shall indemnify and keep indemnified the LICENSOR in respect of such claims.

9. All precautions shall be taken by the LICENSEE to avoid any inconvenience to the public in neighborhood and Port working and workers in vicinity and in the event of any claim made by any other person, the LICENSEE shall indemnify and keep indemnified the LICENSOR in respect of such claims.
10. The LICENSEE shall on expiry of LICENCE period or its earlier determination deliver vacant and peaceful possession of the said land to the LICENSOR and shall remove and take away all installations, structures and equipments situated on the said land restoring the land to its original conditions. In case removal of structures is to be carried out by the Port, it would be at the cost of the Lessee.
11. No additional structures temporary/permanent or otherwise shall be constructed by the LICENSEE on the allotted area without prior consent in writing of the LICENSOR.
12. The LICENSOR or its agents shall be allowed to inspect the premises as and when required.
13. That in case the land is assessed for tax by Municipality or any other Authority, the same shall be payable by the LICENSEE during the License period.
14. The LICENSEE shall undertake to ensure that all safety measures are taken not to cause pollution of any nature and shall maintain No Objection Certificate from National Environmental Research Institute, Nagpur and Chief Controller of Explosive, or any other NOC required for at any time from any other respective competent Authority for storage facility if required.
15. The LICENSOR may at its option forthwith forfeit the security Deposit in whole or in part if in the opinion of the LICENSOR, LICENSEE has failed to fulfill any or all the conditions of the Agreement.
16. The LICENSEE shall abide by all rules, regulations, orders and instructions issued by the Central Government from time to time in respect of storage and handling of chemicals for which permission is granted.
17. If at any time the LICENSEE fails, refuses or neglects to perform any stipulation herein contained and which on their part, ought to be

performed, then the LICENSOR shall call upon the LICENSEE to perform stipulation ought to be performed by the LICENSEE and if the LICENSEE still fails to carry out stipulation within a reasonable time, then LICENSOR shall have option to **determine** the LICENCE by giving notice of one month to the LICENSEE.

18. In the event LICENSEE fails to pay arrears of license fee /any amount due to the LICENSOR, the LICENSOR shall call upon the LICENSEE by serving notice on the LICENSEE by registered A/D. to pay the amount within one month from the date of receipt of notice and if LICENSEE fails to pay the said amount within stipulated period of one month then it shall be at the option of the LICENSOR to **determine** the LICENCE.
19. The LICENSOR holds first charge on the structures, installations of the LICENSEE for outstanding License and dues due to not achieving minimum guaranteed throughput, if any, due to the LICENSOR
20. The Licensed property should be handed over to the LICENSOR at any time before the expiry of the License period if required by the Govt. of India in the national interest or if the same is required by the Port for its own use, within six months notice. In the event LICENSEE fails to remove the structures/installations within the stipulated period, the LICENSOR shall take over the structures/installations along with land without paying any compensation to the LICENSEE.
21. The LICENSEE shall have right to **determine** the License by giving one month notice to the LICENSOR, if the land is not required for the purpose provided for. The LICENSEE shall pay the License fee up to the date vacant possession is handed over to the LICENSOR.
22. The LICENSEE shall not occupy or utilize any extra land than that actually Licensed to them under this LICENCE. In the event of the LICENSEE being found any time during the License period occupying or utilizing land without prior authorization in writing from the LICENSOR any land area other than to the extent of the LICENCE hereby granted to them, the LICENSEE shall be liable to pay penalty equivalent to three times of the License fee. For the purpose of calculating the penalty the additional area unauthorisedly occupied will be taken as basis. The penalty will be levied for entire period of LICENCE hereby granted notwithstanding on the date on which unauthorised occupation of additional land was noticed during License period. Levying of penalty is without prejudice to the LICENSOR taking action to terminate the LICENCE forthwith or evict the LICENSEE from the additional area occupied or such other action as it deems fit and the decision of the LICENSOR in this regard shall be final and binding on the LICENSEE. Levying penalty shall not in any way regularize any additional area unauthorisedly occupied by the LICENSEE.

23. This LICENCE shall not in any manner be construed or be interpreted to transfer any property of the LICENSOR or create any right or interest in the said property in favour of the LICENSEE.
24. That it is specifically agreed that the LICENSOR shall always remain in exclusive possession and ownership of the Licensed land and only the LICENSEE is permitted to make use of the SAID LAND.
25. In case of any disputes, differences arise between the parties and which may be subject matter of any action in the Court of Law, subject to the provisions herein before, the same shall be referred to the Courts having local jurisdiction in the State of GOA.
26. The LICENSEE shall indemnify the Board against all claims and damages arising out of the use and occupation of the above land/premises and any damage done to the Port Trust property will be made good by the LICENSEE at his own cost.
27. After the expiry/termination/determination of LICENCE or forfeiture of LICENCE on account of change of user assignment, etc. If the LICENSEE continues to occupy it unauthorizedly, the LICENSEE shall be liable to pay compensation for wrongful use and occupation at three times the Licence fee in accordance with the prevailing SOR or three times the market rate as the case may be, till vacant possession is obtained.
28. If LICENSEE breaches /violates any of the provisions of Licence Agreement, the Port Trust Board reserves the right to impose appropriate penalty on the LICENSEE or cancel the LICENCE depending on the nature/magnitude of breach/violation. Such penalty may be imposed after giving a reasonable opportunity to the LICENSEE to present his case.
29. That this agreement shall not in any manner be construed as to create a License of the SAID LAND to the LICENSEE.
30. After expiry of Licence period, the subject premises/land with infrastructure will be tendered out and the highest bidder will be allotted the premises/land accordingly as per Ports Land Use Plan. Preference will be given to the existing Licensee to offer price bid to match the highest bidder. However, the Licensee is eligible to receive compensation for the existing structures from the successful bidder as per the valuation done by the Govt. Approved Valuer in case the licensee fails to become successful bidder in the tender.
31. The Licensor shall levy interest at the rate fixed by TAMP/Rate fixing Authority in Scale of Rates from time to time during the currency of

licence period on every delayed payment of annual rent or any other dues/payment from the Licensee to the Licensor. The interest shall be charged as per prevailing Scale of Rates by the Licensor to the Licensee from the date on which such amount becomes payable to the Licensor under the Licence Agreement.

32. The Licensee shall be responsible for the safe upkeep and maintenance of the container in their custody.
33. The Licensee should deploy adequate number of equipments required for the safe handling of the containers.
34. The Licensee should deploy a minimum of one (1) Reach stacker / side lifters / top lifter required for stacking 1+3 high containers . The licensee should employ additional equipments based on the cargo build up.
35. The Licensee shall ensure that the operation of yard does not cause any hindrance to the free movement of other vehicular traffic.
36. The Licensee shall declare to the Traffic Manager , MPT, the rates being changed by them for the storage of containers and any additional services provided by them. Such rates shall be published by Port on the Port's website.
37. The Licensee shall indemnify the Port against any loss or claim or damage or whatsoever , either to a person , firm or property arising out of this operation.
38. Any directives/ Change, amendments/ additional guidelines / that may be communicated by the Government for such allotments from time to time will also be applicable for the subject LICENCE and prevail over the existing condition.
39. Nothing contained hereinabove shall be deemed to have given the LICENSEE any additional interest or created any rights of any nature whatsoever in the licensed premises.

The Licensed premises (land) along with infrastructures of ***** sq. meters part of plot/premises bearing chalta No.***** located at *****.

THE SCHEDULE HEREINABOVE REFERRED TO:

NORTH: BY PORT PROPERTY
SOUTH: BY PORT PROPERTY
WEST : BY PORT PROPERTY
EAST : BY PORT PROPERTY

IN WITNESS WHEREOF the parties have herein signed on this day and year hereinabove mentioned.

LICENSOR
Shri)

LICENSEE
[Shri]

WITNESSES:

1.

2.

WITNESSES;

1.

2.



ANNEXURE-III

MORMUGAO PORT TRUST
ENGINEERING CIVIL DEPARTMENT

TENDER NO. CE/ 69 /2016
TENDER NOTICE NO.CE/N- 70 /2016

PROFORMA OF UNDERTAKING REGARDING ILLEGAL METHODS FOR
INFLUENCING BID PROCESS.

To ,
The Chief Engineer,
Mormugao Port Trust,
Headland Sada,
Goa, India.

Dear Sir,

I/We do hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process of tender NO.....so as to influence the bid process and have not committed any offence under the PC act in connection with the bid.

Yours faithfully,

Signature :

Name & Designation :



ANNEXURE-IV

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT,

TENDER NO. CE/69/2016
TENDER NOTICE NO.CE/N- 70/2016

PROFORMA OF UNDERTAKING THAT NO CHANGES HAVE BEEN MADE IN THE
TENDER DOCUMENT DOWNLOADED.

To ,

The Chief Engineer,
Mormugao Port Trust,
Headland Sada,
Goa, India.

Sir,

We _____
_____ do hereby confirm that no
changes have been made in the tender document downloaded and submitted by
us for the tender No. _____

Yours faithfully,

Signature :
Name & Designation :



MORMUGAO PORT TRUST
ENGINEERING CIVIL DEPARTMENT
TENDER NO. CE/ 69 /2016
TENDER NOTICE NO.CE/N- 70/2016

“LICENSING OF AREA ADMEASURING 4350 M² LOCATED NEAR MPT GROUND AT BAINA, FOR STORAGE / HANDLING CONTAINERS FOR A PERIOD OF TEN YEARS ON TENDER CUM AUCTION BASIS.”

Vendor form

(TO BE DULY FILLED & SUBMITTED ALONG WITH TENDER)

1. Name of the Organization : _____
2. Address (In Detail) : _____

3. Telephone Number : _____
4. E-Mail Id : _____
5. Permanent Account Number (PAN) : _____
6. Bank Name : _____
7. Bank Branch Address (In Detail) : _____

8. Bank Branch Code : _____

- 9. Bank Account Number : _____
- 10. Bank Account Type : _____
- 11. Magnetic Ink Character Recognizer (MICR) : _____
- 12. Tax Identification Number (TIN) : _____
- 13. Service Tax Registration Number : _____
- 14. Service Tax Registration Code : _____
- 15. CST Registration Number : _____
- 16. Employee Provident Fund (EPF) Registration Number : _____
- 17. Employee State Insurance Scheme (ESIS) Registration Number : _____
- 18. IFSC Code : _____

AUTHORISED SIGNATURE
ALONG WITH SEAL

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

FORM OF PERFORMANCE GUARANTEE / BANK GUARANTEE BOND

In consideration of the Board of Trustees of Mormugao Port Trust (hereinafter called 'The Board') having offered to accept the terms and conditions of the proposed Agreement between _____ and _____ (hereinafter called "The said Contractor(s)" for the work _____ (hereinafter called "The said Agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions contained in the said agreement

1. We, _____ (indicate the name of the Bank) (hereinafter referred to as the "Bank") hereby undertake pay to the Board an amount not exceeding Rs. _____ (Rupees _____) on demand by the Board.
2. We, _____ Bank, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We, the said Bank, further undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under the bond shall be a valid discharge of our liability for payment thereunder, and the contractor (s) shall have no claim against us for making such payment.
4. We, the said Bank, further agree that the Guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged or till the Engineer-

in-charge, on behalf of the Board t certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s), and accordingly discharge this guarantee.

5. We _____ further agree with the Board that the Board shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contactors(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be
6. relieved from our liability by reason of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s).
8. We _____ lastly undertake not to revoke the Guarantee except with the previous consent of the Board in writing.
9. This Guarantee shall be valid up to _____ unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged,

Dated the _____ day of _____ for
_____ Bank.