

MORMUGAO PORT TRUST
TRAFFIC DEPARTMENT

Ref. No: TM/64/2018/

Date: 05.10.2018

TENDER NOTICE FOR SETTING UP OF COUNTER FOR FOREIGN CURRENCY
EXCHANGE FOR CRUISE SHIP/ VISITING MORMUGAO PORT

Sealed tenders are invited in the prescribed form for the licensing of 10 sq. meters space at MPT for setting up Temporary Counter for Foreign Currency Exchange for the period from finalization of tender or from November 2018 (whichever is earlier), till August, 2019, during the arrival of cruise vessels.

Tender documents and other details can be obtained from the office of the Traffic Manager on payment of non refundable sum of Rs1, 000/- with FA&CAO, MPT towards the tender documents.

Sale of tender documents prescribing, terms and conditions will commence from 08.10.2018 till 19.10.2018.

Duly filled up tender forms in sealed covers superscribing Tender for allotment of 10 sq. meters area for setting up of " Temporary Counter for Foreign Currency Exchange" should be submitted to office of the Traffic Manager, Mormugao Port Trust, Administrative Building, Headland Sada, Goa latest by 1430 hrs on 19.10.2018.

Tender will be opened at 1530 hrs on the same day (19.10.2018), in the conference room of the Traffic Department.

Prospective bidders can download the tender documents from the Port's website www.mptgoa.gov.in and cost of tender documents for the downloaded document shall be paid through a Demand Draft payable to the FA&CAO, Mormugao port Trust at the time of submission of tender enclosing the same to the tender documents.

TRAFFIC MANAGER

MORMUGAO PORT TRUST
TRAFFIC DEPARTMENT

Ref. No: TM/64/2018/

Date: 06.09.2018

TERMS AND CONDITIONS OF TENDER

1. Sealed tenders are invited by the Traffic Manager, Mormugao Port Trust in the prescribed form of the license of land of 10 sq. meters for setting up forex counter for the period from finalization of tender or from November 2018 (whichever is earlier), till August 2019, during the arrival of cruise vessel.
2. Port intends to allot space for setting one temporary/portable counter whenever Cruise Vessels are berthed at any of its berths (generally, but not limited to Cruise, Berth no.09, 10 and 11). The allotment of space will be made to the bidder highest amount of upfront levy for the period from finalization of tender or from November 2018 (whichever is earlier), to August 2019.
3. The counter should be temporary nature and to be set up and removed at the expense of licensee, before time of arrival & after the departure and without causing any damage to the port property and surface. Any liability arising out of damage caused to life or property due to the same shall be at the risk and cost of the licensee.
4. The successful bidder shall quote the rate above the base price of Rs. 8000/- for 11 months. i.e. finalization of tender or from November 2018 (whichever is earlier), to August 2019. No other rent/charges for the space so allotted will be required to be made. The electricity, water and other utility, if used, shall be paid for in actual, with taxes as applicable.
5. The Traffic Manager has the right to reject tender/tenders if the rate quoted is found below the base price or for any other reasons as deemed fit.
6. Mormugao Port Trust (MPT), will hand over the space to the licensee before berthing of vessel and it shall be vacated immediately upon un-berthing of vessel, and restore the area in its original condition and proper acknowledgment.
7. MPT does not guarantee the volume of business; the business shall be at the sole risk and costs of the bidder. The allotment is only for servicing Cruise vessels.
8. Following are numbers of vessels that have called at MPT from the year 2007-08 till 2017-18;

No. of Cruise vessels Handled at Mormugao Port for the Last 9 Financial Years;

Year	No. of Cruise vessels	No. of Passengers
2007-2008	38	12997
2008-2009	24	10878
2009-2010	19	18684
2010-2011	21	9371
2011-2012	22	19650
2012-2013	23	18466
2013-2014	18	18057
2014-2015	26	21416
2015-2016	30	30912
2016-17	36	43850
2017-18	32	43726

9. The successful bidder is expected to obtain the information of the cruise arrivals as available with the Port and it shall be the responsibility of the bidder to update/collect information about the berthing/unberthing schedule.
10. Each tender should be accompanied by an Earnest Money Deposit amounting to Rs. 6000/-. The Demand Draft (DD) for Earnest Money for Deposit (EMD) must be drawn in favour of "The Financial Advisor & Chief Accounts Officer". The earnest Money deposited will not carry any interest.
11. EMD will be refunded to the unsuccessful tenderers within 15 days from the date of finalizing the tender. The Port Trust reserves the right to accept or reject the tender without assigning any reasons.
12. The successful bidders are required to ensure that, the sales and money transaction should be as per all the relevant law(s) and permission/sanction and all mandatory clearances from the appropriate authority, if any, required should be obtained by the licensee, and in non-compliance of the same be at the risks and costs of the bidder.
13. The licensee shall have no right to sub license space or use it for any other purpose.
14. Harbour Entry permits for persons entering into security area shall be obtained at Gate No. 1 manned round the clock.
15. Mormugao Port accepts no responsibility whatsoever for any loss or damage or injury to life and property arising directly or indirectly in the course of occupation of the space due to the default of any employee of the Board or any other person.
16. The one time upfront fees paid shall not be refunded.
17. Mormugao Port reserves the right to take over the licensed area for MPT's own use as and when required, either the whole or part, of the space licensed out during the period of Licence after giving adequate notice. In such case, the licensee will be eligible to get proportionate refund for the residual period of licence. However, if the licence is cancelled for non-compliance of the terms and conditions, if any then no refund shall be payable.
18. The licence premises is to be maintained in a good and proper sanitary condition and no rubbish or waste material should be allowed to accumulate and it should be in tenable condition.

19. Smoking is not allowed in the premises and no lights other than electric lights is to be used. No fire or naked light is to be kindled without the previous written permission of the Traffic Manager.
20. The license fee paid will not be refunded under any circumstances except on the grounds mentioned in para – 17.
21. Authorized dealer for currency exchange approved by Reserve Bank of India (RBI) shall only be allowed to participate in the tender for allotment of Foreign Exchange stall. Tenderer shall submit the necessary documents in support of the same.
22. The area inside the Wharf is Customs bound/notified area. Hence, licensee is bound to abide the provisions of Customs Act and Regulations. The bidder shall have to independently obtain necessary clearance from the Customs. It is clarified that the failure to perform the tender requirements for want of Customs clearance shall be at the sole risk and cost of the bidder and the Port will not be responsible in any manner whatsoever. Non-performance of tender obligations on this account shall result in the forfeiture of the premium amount paid.
23. If any licensee is found doing any unlawful/unethical practices, mischief against the interest of the Port Authorities, his license agreement will be terminated and one time upfront fees in full or part will not be refunded in the events.
24. The successful tenderer will be required to remit full amount of bid/price (upfront levy) quoted and execute an agreement at his expense on proper value of Stamp paper purchased in the state of Goa in the prescribed form for the due and proper fulfillment of the contract within 7 days of acceptance of his tender.
25. The Port reserves the right not to allot the space or to restrict entry during certain specified period on account of security restrictions/operational/weather restrictions
26. The Port can terminate this license at any time during the licence period by giving 15 days notice. The license is also terminable for violation of any of the conditions of license.
27. Bidders who are interested may submit the tender quoting one time upfront fees, for 10 sq. mts. or part thereof for eleven months from finalization of tender or from November 2018 (whichever is earlier), to August, 2019, to the Traffic Manager, Mormugao Port Trust, Headland Sada 403 804. One tenderer should quote only for one counter.
28. The bidder quoting the highest one time upfront fees only shall be allotted the space.
29. This tender is issued subject to the jurisdictions of the local court of Goa and in case of any disputes, differences arises between the parties what may be subject matter of any action in court of law the same shall be referred to the courts having jurisdiction in the state of Goa.
30. Tenders should be in a single sealed cover superscribed as “Tender for allotment of 10 sq. meters area at MPT for setting up Temporary Counter for Foreign Currency Exchange”. Tender form also should be enclosed along with the offer duly signed by affixing the firm’s rubber stamp as a token of acceptance for having read the terms and conditions of the tender.

MORMUGAO PORT TRUST

Valid for the Tender Sale

Due on _____

Tender Form No. _____

Tender Sale No. _____

Dated:

To,

The Board of Trustees of the Port of Mormugao through
The Traffic Manager, Mormugao Port Trust, Mormugao.

Sir,

Sub: Tender For Setting Up of Counter for Foreign Currency Exchange for Cruise Ship/ Visiting Mormugao Port from October 2018 to August 2019.

Ref: Your Tender Notice No. _____ dated _____

I/We the undersigned do hereby indicate my/or office/tender for the license from the Board of Trustees of the Port of Mormugao of the Space described below:

Sl. No.	Area Required	Rate quoted for 11 months from October 2018 to August 2019
	10 sq. Mtrs.	One time upfront fees

I/We read and understood the terms and conditions of Tender and agree to abide unconditionally the terms and conditions. EMD amount of Rs. _____ (Rupees _____ only) by pay order/DD No. _____ in favour of Financial Adviser & Chief Accounts Officer, Mormugao Port Trust is enclosed herewith.

Signature of Tenderer with date.

Place:

Address:

Date :

Tel. No.

THIS AGREEMENT OF LICENCE is made on this _____ day of _____ 2018 between the Board of Trustees of the Port of Mormugao, Headland Sada 403 804, a body corporate under the major Port Trust Act, 1963 and represented by its Traffic Manager (hereinafter called the Licensor) of the FIRST PART) and _____ a (partnership firm under the Indian Partnership Act, 1932) and having its registered office and principal business at _____ and represented by its Managing partner (Name & Address _____) (hereinafter called the Licensee) of the SECOND PART.

Whereas the first party invited sealed tender under the Tender Invitation Notice No. _____ dated _____ for allotment of 10 sq.mts. of open space inside the wharf area at Breakwater to the successful party who bids/offers highest rate for setting up forex counter as and when Cruise vessels arrive and till the time it departs at Mormugao Port, for a period from _____ to _____ purely on license basis.

And whereas the Second party/Licensee submitted their acceptance to the offer by way of quoting highest rate of Rs. _____ (Rupees _____ only) per annum towards one time upfront levy for the period _____ to _____ for grant of 10 sq.mts. of open space inside the wharf area at Breakwater and the same was accepted by the Licensor/First party.

Now, this Agreement of Licence witnesseth as follows:-

1. In consideration of acceptance of the tender offer by the licensee, the licensee shall pay the highest licence fees/upfront fees tendered/quoted by them according to the terms and conditions of the tender invitation notice and in consideration of receipt of one time upfront fees of Rs. _____ (Rupees _____ only) the licensor **doth demise** 10 sq.mts. of open space at breakwater berth by setting up of forex counter as and when Cruise vessels arrive at Mormugao Port and till the time departs during the period from _____ to _____.
2. All statutory requirements including taxes and the other obligations of the business shall be complied/fulfilled by the licensee and also the taxes, fees, statutory levies and other financial obligations imposed on/attracted by the business shall be borne by the Licensee without failing and the Mormugao Port Trust shall not be liable/responsible for the same in any manner whatsoever.
3. The terms and conditions of the Tender Invitation Notice No. _____ dated _____ is integral part and parcel of this Agreement/Licence and the same shall be read together with this Agreement/Licence. And this Agreement/Licence shall be governed strictly by the terms and conditions of the Tender Invitation Notice.
4. Grievance of the party, if any, shall be brought to the notice of the Traffic Manager of the Licensor who will immediately examine the same and dispose of within a time of 7 days. Appeal against the grievance disposal/redressal order of the Traffic Manager shall lie to the Chairman of the First Party/Licensor who shall dispose of it within a period of 15 days.
5. In the event of any contravention or breach of terms and conditions stated in the tender notice or otherwise to the satisfaction of the Licensor, the Licensee fails to perform then Licensor will be at liberty to invoke clause 26 of the terms and conditions of the tender to terminate the licence and evict the licensee with full costs to be borne by the Licensee.

6. In any event when the Licensee fails to perform or makes any breach of the terms and conditions of the Licence Agreement, the Licensor will be free to levy extra charges as penal fees/rents to be calculated at the double rate of the standard charges prescribed under this agreement recoverable with interest @ 15 % p.a. besides invoking termination.

IN WITNESS WHEREOF the parties hereto have subscribed their hands on the day, month and year first herein above written

Signed, sealed and delivered by the
Traffic Manager,
Mormugao Port Trust for
And on behalf of Board of Trustees of
Mormugao Port in the presence of

Signature

- 1.
- 2.

Signed, sealed and delivered by the
Managing Partner for and behalf of

In the presence of

Signature

- 1.
- 2.

MORMUGAO PORT TRUST
TRAFFIC DEPARTMENT

TM/64/2018/

Date: 05.10.2018

To,
Sr. AO/CDC,
MPT

**Sub: Tender notice for setting up of counter for foreign currency
exchange for cruise ship/ visiting Mormugao Port.**

Please find enclosed herewith three nos. tender documents for sale at the cost of Rs. 1000/- per document. The sale of tender documents shall be from 08.10.2018 till 12:30 hrs on 19.10.2018.

(Shaikh Anis Abdul Basit)
Asst. Traffic Manager

Encl: as above.

MORMUGAO PORT TRUST
TRAFFIC DEPARTMENT

TM/64/2018/

Date: 05.10.2018

To,
Asst. Secretary,
PR Cell,/MPT

**Sub: Tender notice for setting up of counter for foreign currency exchange
for cruise ship/ visiting Mormugao Port.**

Please find enclosed herewith copy of the advertisement for the subject tender work which is required to be published on 08.10.2018 in one local daily & one national daily.

(Shaikh Anis Abdul Basit)
Asst. Traffic Manager

MORMUGAO PORT TRUST
TRAFFIC DEPARTMENT

Ref. No: TM/64/2018/

Date: 05.10.2018

To,
FA&CAO
MPT.

Sir,

Sub: **Tender notice for setting up of counter for foreign currency exchange
for cruise ship/ visiting Mormugao Port.**

Please find enclosed herewith tender document with a request to upload on MPT website. Soft copy will be send to EDP Section.

Yours faithfully,

(Shaikh Anis Abdul Basit)
Asst. Traffic Manager