ENGINEERING PROJECTS (INDIA) LTD.

(A Government of India Enterprise)
Core-3, Scope Complex
7 Lodhi Road, New Delhi 110003

NOTICE INVITING TENDER

Tender No. DLI/CON/MbPT/421
Dtd: 13.10.2014

1. Tender for Development and Operation of Marina Off Prince’s & Victoria Dock (P&V Dock wall) at Mumbai Port.

Engineering Projects (India) Ltd invites sealed tenders on behalf of Mumbai Port Trust for the Development and operation of Marina off Prince’s & Victoria Dock (P & V Dock Wall) only in the prescribed Form “in Single bid, two cover system comprising a “Techno commercial Bid” –Envelope 1 and a “Price Bid” –Envelope 2 from the eligible and interested Developers or Operators of Marina, from both within India and Abroad, (“the Developers/ Operators”) who are well equipped, experienced and financially sound Companies.

MbPT (Mumbai Port Trust), functioning under the aegis of Department of Shipping and Ports, Ministry of Surface Transport, Government of India, having its registered office at Port Bhavan, Ballard Estate, Mumbai intends to lease out sea face side land and water area at Prince ’s & Victoria Dock, near BhauchaDhakka for development and operation of the Marina. An agreement dt.8.8.2014 has been signed between MbPT and EPI where under EPI will be a Nodal agency for conceiving, studying, floating tenders, evaluation of the tenders, award of contract, project management during construction period up to commissioning. It is expressly made clear that the role and function of EPI is only till the stage of commissioning of the Project.

The location for the proposed development of marina in Mumbai is well connected by Rail & Road network of the city. The nearest Railway Station is ChatrapathiShivaji Terminus (CST). By Road the site can be accessed by vehicle from the PD Mello Road and the vehicles turn into Ferry wharf road and further turn right towards BhauchaDhakka side. (Google map enclosed)
1.0 The time schedule for various activities in connection with the tender will be as follows:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date/Time/Place</th>
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<tbody>
<tr>
<td>a) Tender Documents on Sale</td>
<td>From 16.10.2014 10.00 hrs to 07.11.2014 15.30 hrs</td>
</tr>
<tr>
<td>b) Closing date, time &amp; place for submission of the &quot;Tender&quot;</td>
<td>14.11.2014 at 15.00 hrs General Manager (Contracts) Engineering Projects (India) Ltd., Nari Man Point, Mumbai</td>
</tr>
<tr>
<td>c) Site Visit</td>
<td>29.10.2014</td>
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| d) Pre-Tender Conference                           | 30.10.2014                                           
|                                                    | At MbPT Office, Mumbai                               |
| e) Public opening of the "Technical Bid, date, time and place" | 14.11.2014 at EPIL Mumbai                            |
| f) Opening of the Price Bid of technically qualified offers. | To be announced later.                               |

**2.0 Revenue Model:**

2.1 The revenue model for MbPT shall consist of variable Upfront fee and fixed lease rental as per tender conditions for the land and water area and assets of MbPT, if any, handed over for the project.

2.2. Variable element for deciding the bid will be the Upfront premium to be paid by developer to MbPT. The basis of upfront premium shall be Tender-Cum Auction methodology as per Land Policy Guidelines for Major Ports-2014.

2.3. Lease rentals as payable will be paid annually by the Developer/Operator directly to MbPT. The Developer/Operator will have to get all the requisite statutory approvals with respect to environment, tariff etc., whatsoever, as applicable. The payments of lease rentals to MbPT by the Developer shall be subject to deduction of TDS for income tax and inclusive of all taxes and variation in taxes and imposition of new taxes, replacement of taxes, levies etc.

2.4. The project cost shall include the Project Management Consultancy (PMC) fee @ 6 % on the construction cost, whatsoever, carried out by the developer/operator till the stage of
commissioning of the project based on the plans submitted by the developer/operator and approved by MbPT. PMC Fee will be paid by the tenderer/developer/operator, equal to 6% of the construction cost to EPIL, whatsoever be the construction, whether on land or within water, or by way of reclamation till the stage of commissioning or as per the proposed plan whichever is higher. Separate agreement between the Developer/operator and EPI shall be executed, with regard to PMC fees aforesaid subsequent to the tender process. EPIL shall be entitled to an upfront fee of Rs. 4 Crore out of the said 6% which shall be non refundable immediately after the award of the project to the successful tenderer which shall later be adjusted in case the successful tenderer is awarded the work for development and operation of the Marina. In the event of MbPT cancelling the development and operation of the Marina, EPIL shall be entitled to forfeit the said upfront fee as administrative costs incurred for calling tenders etc. All taxes including service tax, other taxes, duties, levies made by Govt. presently and in future shall be paid extra by the Developer/Operator. The construction cost shall include all direct and indirect cost attributable for completion of the construction activities on land and water area. The payment to EPI shall be made on quarterly basis. The construction cost shall be arrived at the latest plinth area rate of CPWD along with cost index of the execution period. The area to be constructed shall be as per the plan approved by EPI/MbPT.

3.0 Developers/Operators who fulfill the following requirements shall be eligible to apply:

   The Developer should have experience of successfully completing Marina or a similar project having at least berths for different types of boats/vessels as follows in last ten years ending on 30.09.2014:

   a. Completion of one work to the extent of berths for 240 boats/vessels.

   OR

   b. Completion of two works to the extent of berths for 150 boats/vessels.

   OR

   c. Completion of three works to the extent of berths for 120 boats/vessels.

   each.

   b) Financial Capability (To be stated strictly in Indian Rupees):

   (i) The average annual financial turnover of Rs. 120.00 Crores during the last three consecutive financial years ending on 31.03.14 duly certified by a reputed Chartered Accountant or a reputed firm of Chartered Accountants.

   (ii) The net worth of a tenderer/developer at the end 31.3.2014 shall be at least Rs. 150.00 crores.

   (iii) The Net Cash accrual of the tenderer/developer for last three financial years ending 31.03.2014 shall be at least Rs. 75.00 crores per year to be certified by a reputed Chartered Accountant or a reputed firm of Chartered Accountants.
c) Should not have incurred any loss in more than two years during the immediate last five consecutive financial years, ending 31.03.2014, Copies of balance sheet/ certificate from Chartered Accountant to be submitted.

d) Should have a solvency of Rs 75.00 crores. issued by his bankers who shall necessarily be nationalized/scheduled/recognized by the respective country of the bidder. The Solvency certificate should not have been issued earlier than one year of last date of submission of tender.

e) Should have valid TIN/ PAN (Permanent Account Number of Income Tax) and in the case of foreign bidders, a similar account with its Income tax Department, and a similar certificate by whatever name, in the case of Foreign Bidder. Copies of PAN card and TIN certificate to be submitted alongwith the bid. In case of bid by Jv/Consortium, the TIN/PAN or such similar certificate shall be submitted by the Lead Partner/bidder. 

f) It is desirable that the bidder should have valid PF Registration No. In case, the bidders do not have PF Registration No, the same shall be obtained by successful bidder within one month from the date of LOI or before release of First RA Bill.

g) Bidder should have Valid Sale Tax/VAT Registration certificate and Service Tax Registration certificates. Copies of documentary evidence to be submitted.

h) Tenderer shall submit the documents in respect of their credential for pre-qualification along with their tender in the ‘first envelope’.

i) Even though an applicant may satisfy the eligibility criteriaas per NIT, yet, EPIL /MBPT reserves the right for not considering their tender document if the applicant’s has record of poor performance such as abandoning work, not properly completing the work, delay in completion of work, poor quality of work, financial failure / weakness, civil, criminal or any other legal proceedings launched against the bidder etc. The same will be assessed on the basis of documentary evidence submitted by the bidder in support of PQ requirements.

Bids by Joint Ventures/Consortiums are also accepted.

a) Technical Capacity :

The firm/ JV/consortium of firms should be developer or operator of a similar Marina, meaning thereby, a marina of minimum berth capacity as per clause 3.0 above in last 10 years from the last day of previous month of submission of the bid. Joint Venture/Consortium of partners are permitted. Joint Venture/consortium members will have to hold a stake of minimum 26% equity in the Joint Venture/consortium and this stake in equity should be held for minimum period of 3 years from date of commissioning.
In the case of Joint Venture Tenderers:

(i) In the case of Joint Venture Tenderers, members would be limited to three (including the lead member). One of the members, who is responsible for performing a key function in management of Lease (the lead member of the JV) or is executing a major component of the proposed agreement, shall be nominated as being in charge during the Tender and in the event of successful Tender, during the Lease period. The lead member of the JV/ consortium shall have an experience of being a developer/ operator of Marina. The Lead member shall be authorized to incur liabilities and receive instructions for and on behalf of the member(s) of the Joint Venture. This authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all members.

(ii) In case of joint venture the Tender shall be signed by the member who holds Power of Attorney so as to legally bind all members, jointly and severally responsible.

(iii) In the event of joint venture, aggregate of the technical and Financial capacity of members will be taken into account for the purpose of bid evaluation. They must execute and submit a Joint Venture Agreement wherein the Joint Venture members are jointly and severally responsible for fulfilling the conditions of Lease and for all obligations to the EPIL/Mumbai Port Trust including payment of annual lease rental.

(iv) In the case of a consortium submitting the bid, and becoming the successful tenderer, the Consortium members should form a legal entity either as a JV or otherwise, under Indian Companies's Act within 30 days from the receipt of intimation from Mumbai Port Trust to the effect that the Consortium is the successful tenderer and further correspondence will be with the legal entity.

(v) The Tender should contain information regarding the Members of the consortium.

(vi) One of the Consortium Members should have Purchased/ downloaded the Tender Document on behalf of the Consortium.

(vii) The MOU should include the description of the roles and responsibilities of individual members.

(viii) One of the Members of the consortium shall be nominated as Lead Member and this authorization shall be supported by a Power of Attorney signed by the
Authorized Signatories of other Members.

(ix) 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.

(x) The MOU shall also clearly specify among other things the shareholding/commitment of each member.

(xi) A copy of the MOU shall be submitted along with the Tender duly notarized.

4.0 Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in/ & CPP Portal: www.eprocure.gov.in and MbPT website www.mumbaiport.gov.in

(i) Notice Inviting Tender
(ii) Scope of work
(iii) Instruction to Tenderer & Bid form
(iv) Additional Conditions of Contract, and Drawings (Lease deed format, B.G format, Joint Bidding Agreement)
(v) Land Policy Guidelines for Major Ports - 2014
(vi) General Conditions of Contract
(vii) Financial Proposal.

The complete Tender documents are available on the website and the same can be downloaded by the intending bidders directly from EPI website www.epi.gov.in/ cpp portal www.eprocure.gov.in and MbPT website www.mumbaiport.gov.in The tender fees of Rs. 25000/- (Rupees Twenty five thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.”, payable at Delhi shall be submitted by the bidder along with their bid in Envelope-I.”. Downloaded documents are to be printed in a clearly readable form in A4 size sheet for submission. Bids are to be submitted in the prescribed format and corrections to be attested. EPIL is not responsible for any delays etc. Tenders without tender cost will not be accepted. The cost of the tender documents will not be refunded under any circumstances. Tender documents should be submitted so as to reach the office of General Manager (Contracts), Engineering Projects (India) Ltd., (A Govt. of India Enterprise), General Manager (Contract), Engineering Projects (India) Ltd, 6A Bakhtawar Building Nariman Point Mumbai Tele: 022-22027585, Fax: 022-22882177 Email: wromumbai@epi.gov.in, not later than the closing date and time as indicated in the time schedule of the Notice Inviting Tender (NIT) (section - 1).
5.0 Alternatively tender documents can also be purchased from the Office of General Manager (Contracts), Engineering Projects (India) Ltd., (A Govt. of India Enterprise), General Manager (Contract), Engineering Projects (India) Ltd., 6A Bakhtawar Building Nariman Point Mumbai, Tele: 022-22027585, Fax: 022-22882177

Email: wromumbai@epi.gov.in from 10.00 AM to 04.30 PM on all Working days (Monday to Friday) except public holidays, on request by letter along with the tender fees of Rs.25000/- (Rupees Twenty five thousand only) (Non-Refundable) by the crossed Demand Draft favoring Engineering Projects (India) Limited, payable at Mumbai and are require to submit relevant experience certificates and other documents duly attested. The Tenderer has to produce original documents for the verification at the time of purchase of Tender Documents. Issuance of Tender Documents to any tenderer/developer shall, however, not construe that the tenderer/developer is considered to be qualified for the tender work and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory/forged.

6.0 All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs. 31000000/- (Rupees Three crore Ten Lacs only) in the form of DD/Bank Guarantee of any Nationalized Bank/Scheduled Banks in accordance with the prescribed Performa, favoring “Engineering Projects (India) Limited, The EMD shall be valid for minimum period of 210 days (Two hundred Ten Days) from the last day of submission of tender. Tenders submitted without EMD or without adequate amount of EMD shall be considered as non-responsive and hence, rejected. The EMD of the unsuccessful tenderers shall be returned within 7 days after acceptance of the H1 bidder. EMD shall be forfeited in the event of the tenderer withdrawing/ modifying the tender before expiry of the tender validity period of 150 days from the date of the opening of the price bid or in the event of the successful tenderer failing to make payment of the non refundable up-front fee in Clause 2.3 above.

7.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken place on the last day of issue of tender/submission of tender, the next working day will be treated as scheduled day and time for issue/submission of Tender.

8.0 EPI/MbPT reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite the tender at its sole discretion. MbPT Board will consider & approve the tender document, pre-bid clarifications, short listing of bidders and selection of successful bidder.

9.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI’s & CPP portal and MbPT Portal. The bidders are required to check Portal regularly for this purpose, to take into account before submission of tender. All
Corrigendum and addendum are to be submitted duly signed & stamped. All bidders are advised to check especially website www.epi.gov.in regularly.

10.0. The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. EPIL/Mumbai Port Trust shall obtain the security clearance from Government of India (GOI) as process of Technical Evaluation and the bidders not approved by GOI shall not be qualified even though they meet technical criteria as per tender. However, it is made clear that the offer of the H-1 bidders shall be accepted subject to the confirmation of authenticity of the PQ documents/BG from the concerned department/bank.

11.0 The successful tenderer shall execute an agreement both with MbPT/EPIL in relation to this tender.

12.0 **Arbitration:** Any dispute arising out of or in relation to this tender between the Tenderer/Developer on the one hand and MbPT on the other, shall be referred to arbitration. The Arbitral tribunal shall consist of a sole arbitrator to be nominated by the Chairman MbPT, and such nominated person may or may not be the employee of MbPT. The arbitration shall be governed by the provisions of the Indian Arbitration & Conciliation Act, 1996. The venue of arbitration shall be in Mumbai. The Award passed in such arbitration shall be final and binding on the parties thereto.

13.0 MbPT Board will consider and approve the pre bid clarifications, shortlist of bidders, and selection of successful bidders.

14.0 The tender documents shall be issued by and submitted to:

General Manager (Contract)  
Engineering Projects (India) Ltd,  
6A, BakhTawar  
Nariman Point  
Mumbai  400021
SCOPE OF WORK

Scope: Scope of Work for the successful tenderer is Development and Operation of Marina at Prince’s & Victoria Dock near Bhaucha Dhakka at Mumbai Port.

MbPT shall provide the access to locations/areas to prospective bidders for conceiving of project/surveying the land/water areas, to sea face side land and water area at Prince’s and Victoria Dock on for the purpose of design, marketing of the project for development of Marina and its further operation by the successful tenderer during the lease period. The site shall be handed over to successful bidder for execution of project. The site shall be encroachment and encumbrance free and free from any title defects or any activity and shifting(s):

1. The proposed location for the development of marina in Mumbai can be accessed by vehicle from the PD Mello Road. The vehicles turn into Ferry wharf road and further turn right towards the BhauchaDhakka side. The present access to the location is through Purple gate.

2. The harbour wall side of the dock wall (Quay) off the Prince’s & Victoria Docks has current depth of about -0.4 mtr however this varies from -0.6mtr to -1.0 mtr cd with average 4 mtr tidal variation. The Dock wall, stretching from Ferry wharf in north to the end of 14 Victoria Dock shed in the south, is approx. 515 meter long. The width of this strip is approx. 61 mtr. This long strip offers a clear view of harbour and has a few heritage constructions and old warehouses and offices.

3. The strip of land has area of approximately 31,415sqmtr. Of this, 6,000 sqmtr.of approximately 61 mtr x 515 mtrs is proposed to be earmarked and leased to Marina Developer as Core area for Marina activity with restricted entry/exit and providing access to the boats/yachts in harbour with 2,000 sqmtr as Car Park for the Marina and general public. Rest area of 23415sqmtr. as a long promenade for general public and water area approx. 84,000 sq.mtr. shall be leased to the Marina Developer. The capacity is expected to be for 300 yachts. The area layout plan is attached as Annexure.

4. Area for Development

Primarily and initially, the site mentioned above has been proposed and identified for Marina development. Clear Land use for all the intended purposes and FSI will be provided by MbPT

The Developer/Operator at its own cost shall obtain all necessary local and statutory clearances, whatsoever, from local authorities like BMC, MMRDA, MSRTDC, MOEF, Electric Supply Agency and other agencies. Payment of necessary scrutiny and all other applicable fees etc. to be paid to these agencies including all charges and expenses, whatsoever incurred, which will be the sole responsibility of the Developer/Operator. In case of any necessary assistance and documents that shall be required from MBPT for getting such
approvals, the same shall be provided by MbPT to the extent possible and EPIL shall assume no responsibility or liability in relation thereto.

(a) Water front area 84000 sqmtrs. approx. and land area 8000 sq. mtrs. approx. is proposed to be leased to the tenderer/developer for developing adequate on-shore and off-shore facilities required for marina. This is in addition to the 23,358 sqmtr as mentioned in clause 3 above.

(b) The proposed area is custom notified and is out of bound for public. For construction, development and operation of marina, the area will be de-notified for free access to construction agencies, Marina developers/operators and users.

5. **Lease Period** - The land and area will be leased for a period of 30 years as per Land Policy Guidelines for major Ports – 2014, as amended from time to time or such other applicable or regulatory laws that may come into force during the currency of the lease period.

6. The tenderer/Developer/ Operator, at its own cost has to create adequate off shore and on shore facilities such as reception, administration, lounge, lockers, restroom facilities, laundry, Wireless internet access, vehicle parking, Boat inventory / accessories / sales/spare outlets, sheltered boat storage, Dry storage, Boat launching facility, shore fueling, boat fueling dock, fuel tanks, water treatment plant, waste management, waste oil recycling, Battery recharge facility, marina entry, walkway bridge and Ramp etc. and all other facilities and/or utilities connected with and necessary for the marina. Adequate and suitable provision, arrangement and maintenance of security and life saving guard/system shall be responsibility of developer.

7. The Developer/ Operator will be at liberty to develop and operate following main activities at Marina at its own cost. The same shall not be limited to the same. Any other operation and activity permitted for development and operation of marina as per the rules will be at sole discretion of developer subject to approval of MbPT.

(i) Development and operation of Additional berths
(ii) Water sports at sea side area
(iii) Shopping Arcade
(iv) Cruise Operations
(v) Floating restaurants and hotel
(vi) Restaurants and hotels on land
(vii) Boat repair facilities, development of lease houses
(viii) Operation of yacht clubs
(ix) Waste management
(x) Operation of parking
(xi) Fish Aquariums
(xii) Under Water Activities
(xiii) Development of Promenade
(xiv) Fun Activities at land area
(xv) Advertisement.
(xvi) Construction and operation of Helipad and Chopper service.
(xvii) Any other operation permitted for operation of Marina.

MbPT shall permit reclaiming of sea in mutually agreed area, pattern so that the traffic movement, wave pattern and other operations related to Port and Ferry activities are not affected. However, clearances from authorities like MOEF and any other authorities shall be obtained by the Developer/Operator. The cost of reclamation shall be borne by the Developer/Operator.

Any other existing facilities which might interfere with and affect the proposed layout of Marina and its operation shall be shifted by MbPT at their own cost.

8. Following operations shall not be executed by Developer/operator through Marina Terminal
   • Cargo handling
   • Ferry operations in competition with the existing Ferry operation by Govt. of Maharashtra or other authorized agencies.
   • Ship to shore crew, provision and supply etc.

Above mentioned facilities are minimum facilities. The tenderer/Developer/operator is free to develop at its own cost better and more facilities/services, subject to approval of MbPT.

9.0 The operator is expected to undertake activities which are not prohibited under any applicable Rules/Regulations/Acts/Laws etc. by any Statutory Bodies. For activities permitted under license/permits/permission etc. the bidder, at its own cost, will have to secure the licenses/permits/permissions etc prior to undertaking these activities.

The finalized land and water area shall be handed over to the developer for construction and operation of Marina as per land policy 2014

10. The entire construction of Immoveable property, arrangement of moveable property, what so ever required, shall be arranged by developer at its own cost. No cost shall be incurred by EPI & MbPT. The operation of Marina and all associated activities, all type of maintenance activities wear & tear replacement of equipment shall be responsibility of developer. The developer is to also ensure proper Insurances with regard to the project, plant and equipment, its workers, all risks components in its cost, safety standards, statutory guidelines, approvals both during development and operation stage. For any
consequence, loss, damage arising out of construction, operation of Marina shall remain sole responsibility of developer till the expiry of entire lease period. The developer shall also obtain insurance cover for damage to the property of MbPT whether leased out or not if the property is in vicinity of operational area of Marina. The value of assets to be considered shall be on actual. The insurance shall remain valid throughout the lease period.

11. The above shall be read in conjunction with other documents accompanying this NIT.
INSTRUCTIONS TO TENDERERS

1. Sealed tenders in the prescribed forms are invited by Engineering Projects (India) Limited, (EPI) on behalf of Mumbai Port Trust, Mumbai, (MbPT).

2. The tenderer is requested to sign each page of tender document and return the complete tender documents.

3. Tenders shall be submitted in sealed envelope marked with 'Title', 'Number' and 'Last Date of receipt of Tender’ at the following address by Registered Post or through messenger within the last date of receipt of tender given in the Notice Inviting Tender:

   General Manager (Contract)
   Engineering Projects (India) Ltd,
   6A, Bakhtawar, NarimanPoint,
   Mumbai, 400 021

4. The tenderer is required to submit their offer in 2 separate sealed and superscribed envelopes indicating the following:-

   1st Envelope (Techno-Commercial Bid)

   ENVELOPE "I": TECHNICAL BID shall be sealed and super scribed with words "Tender for Development and Operation of Marina Off Prince’s & Victoria Docks (P&V Dock wall) at Mumbai Port " ENVELOPE I- TECHNICAL BID”. It shall contain the Tender Document and supporting documents & certificates etc. "Earnest Money Deposit (EMD)" and “Tender Fee” including documents for meeting qualifying criteria.

   2nd Envelope (Price Bid)

   The Envelope "2" shall be sealed and super scribed with words "Tender for Development and Operation of Marina Off Prince’s & Victoria Docks (P&V Dock wall) at Mumbai Port " PRICE BID

   The form of Price Bid duly filled in with the item rates both in words and figures in the same form as issued to tenderers should be submitted in this envelope, with superscription “Price Bid” No terms and conditions or deviations if any or any other thing should be kept in this envelope.

   Both sealed cover ‘1’ & sealed cover '2' shall be put in a single sealed cover marked "Tender for Development of Marina Off Prince’s & Victoria Docks (P&V Dock wall) at Mumbai Port "

Employer  Signature of Tenderer  Page 13
Bidders are requested to Quote for all areas mentioned in Price Bid failing which the bid shall be rejected as unresponsive.

5. The bidders should indicate in words as well as in figures the rates quoted by them. In absence of which the bids will not be considered and will be rejected.

All corrections / cuttings should be signed by the tenderer. Each page of the tender should be signed and stamped by the tenderer. In the event of discrepancy between rate in figures and words the rate quoted in words shall be treated as correct. In case there is discrepancy between rate and amount worked out the rate quoted shall be taken as correct and not the amount.

6. EPI takes no responsibility for tenders lost / delayed in postal transit and therefore, renderers should lodge their tenders sufficiently in advance.

7. Tenders shall be accompanied by Earnest Money deposit for the amount indicated in the 'Notice Inviting Tender' in the form of crossed Demand Draft drawn in favour of "Engineering Projects (India) Ltd." payable at Delhi or Bank Guarantee from a Nationalized Bank / Schedule Bank in the prescribed enclosed proforma valid for 150 days from the date of opening tender. Tender not accompanied with Earnest Money are liable to be rejected.

8. The EPI's format for Bank Guarantee towards 'Earnest Money Deposit' and "Security Deposit cum Performance Guarantee" is enclosed herewith.

9. Earnest Money shall be returned to the unsuccessful tenderer after decision has been taken on award of the contract.

10. Earnest Money of the successful tenderer shall be returned on Submission of Performance Bank Guarantee and unconditional acceptance of the order.

11. Tenders must be duly signed with date and sealed. An attested copy of power of attorney / affidavit / Board.Resolution executed as under shall accompany the tender documents.

   a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the tender is signed by any other person, in that case a Power of Attorney by the Sole Proprietor in favour of signatory must be enclosed.

   b) In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the Partner / person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.
c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

12. The tenderer shall furnish the name(s) and designation of relative(s) if any, employed by EPI/MbPT.

13. No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected. Deviations, if insisted upon must be specified in a separate ‘Deviation Sheet’ and kept in 1st envelope along with techno-commercial bid, otherwise, the tenderer shall be deemed to have accepted all conditions specified in these tender documents. Normally no deviation is accepted.

14. The tender shall remain open for acceptance for a period of 150 days from the date of opening of price Bid. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

15. Successful tenderer must furnish Security Deposit as specified in tender documents within the time specified in the letter-communicating acceptance of his offer failing which the Earnest Money will be forfeited. The successful tenderer shall also be required to enter into a contract agreement with EPI/MbPT.

16. **The EMD shall be forfeited:**
   
   (i) In the event of the tenderer withdrawing/modifyng the tender before the expiry of tender validity of 150 days from the date of opening of the price bid.

   OR

   (ii) If the successful tenderer fails to make payment towards the non-refundable upfront-fee to MbPT and upfront PMC fee and annual lease rent as stipulated in the tender.

   OR

   (iii) If the tenderer is found to be guilty of submitting false information, forged and fabricated documents or of any action which is illegal or fraudulent in nature. Or if the tenderer fails to furnish Bank guarantees and securities towards securing the timely payment of lease rentals and/or upfront fee.

17. **DOCUMENT PRESENTATION**
(i) 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.

(iii) 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.

(iii) All the documents submitted should be bound/filed, indexed and page numbered.

(iv) 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.

(v) The tenderers are requested to visit the site and study the scope/nature of land before quoting.

18. **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 then EMD shall be forfeited.

19. **AMENDMENT TO TENDER DOCUMENT:**

(i) At any time prior to the deadline for the submission of Tenders, the EPIL/MbPT for any reason, whether at its own initiative or in response to tender, may modify the Tender documents by an amendment.

(ii) The amendments will be hosted on the website prior to the date specified for submission of the tender. All the tenderers who have downloaded 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 tenderers. No separate notice/ intimation of amendments/ modifications will be sent to those who have downloaded the document from the web.
(iii) EPIL/MbPT 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.

Any amendments in this tender including the dates, venue, corrigendum, clarifications to pre-bid queries etc. shall be posted on the website of the Engineering Projects (I) Ltd., Mumbai Port Trust & the e-portal of the Govt. of India. Separate newspaper advertisement may not be placed. The tenderers are required to keep themselves informed of the developments by visiting websites regularly.

20. **DETERMINATION OF RESPONSIVENESS:**

EPIL/MbPT 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 tenderers who resort to canvassing will be liable for rejection.

21. **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. EPIL/MbPT decision on this shall be final, conclusive and binding.

22. **VALIDITY OF TENDER:**

The tender shall remain valid and open for acceptance for a period of 150days from the date of opening of the price bid. The MbPT/ EPI 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 without forfeiting their EMD. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

23. **ACCEPTANCE OF TENDER:**

EPI/ MbPT does not bind itself to accept the highest one time premium called "Upfront Fee" and reserves the right to accept or to reject without assigning any reasons whatsoever.

24. **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/MbPT shall be written in **ENGLISH**
25. **PRE-BID MEETING**

A pre-bid meeting will be held in Mumbai in the office of GM(Contracts) Engineering Projects (I) Ltd. as mentioned in the schedule. However, in case of a change, the same will be hosted on EPI’s, MbPT, CPPP Portals. Attendance at the pre-bid meeting is strongly advised. Tenderers should send a "Letter of Authorization" with attested specimen signatures of their representatives who are deputed by them to be present at the pre-bid meeting. Should there be any discrepancy in or any doubt or obscurity as to the meaning of any of the tender documents or as to anything to be done or not to be done by the tenderers or any clarification or if any additional information is needed by the tenderers, these shall be set forth in writing and submitted to the GM(Contracts) EPIMumbai. MbPT/EPI reserves the right to call for additional documents, clarification etc. for determination of fulfillment of qualification criteria of the tenderers.

26. **SITE INSPECTION**

(i) 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. It is also deemed that they are fully aware of all the applicable laws and applicable permits pertaining to the purpose for which they intend to use the premises. Site inspection can be held with prior appointment with The General Manager (Contracts) EPI Mumbai.

(ii) EPI shall not be liable for any mistake or error or neglect by the tenderer in respect of the above.

27. **TENDERERS RESPONSIBILITY**

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

(ii) The details to be filled in as per proforma 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 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.

(iii) The tender documents including the proforma, which shall form part of the tender document, shall be duly filled in and signed and submitted along with the tender.

(iv) Any existing obstructions like pipelines, cables etc. in the leased 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.

(v) The area will be allotted only after obtaining approval of Port Trust Board and Ministry of Shipping, Govt. of India.

(vi) The tenderer is bound to develop the leased land like providing drains, roads etc. at their cost.

28. The area of plot given is approximate and there may be marginal variations. The sketch showing the location of the plot is attached. (Annexure )

29. Tenders with following discrepancies are liable for rejections;

i) Tenders with over-written or erased rates or rates and amounts not written in both figures and words.

ii) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.

iii) Tender received after specified date / time whether due to postal or other delays.

iv) Tender in respect of which canvassing in any form is resorted to by the tenderer.

v) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.

30. **OPENING OF THE TENDERS:**

   (i) The Tender will be opened at The office of GM(Contract) EPI Mumbai in the presence of those Tenderers who may wish to be present. After opening the Envelope "A", the names of the Tenderers will be announced to those who are present.

   (ii) The Envelope "B" Price Bid, shall be opened on the date so fixed by Mumbai Port Trust/ EPI. 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 price Bid opening.

(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, MbPT/EPI 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.

31. Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications etc. No claim within the purview of this clause shall be entertained at any stage.

32. MbPT reserves the right to reject any or all tenders without assigning any reasons thereof and does not bind itself to accept the lowest tender.

33. This tender shall be governed by the Indian Laws for the time being in force and as quoted and applicable from time to time.

34. Jurisdiction: All disputes shall be subject to Mumbai Courts alone.

35. These instructions to tenderers shall form part of the tender documents.

Seal and signature of
The tenderer
SPECIAL CONDITIONS OF CONTRACT
SPECIAL CONDITIONS OF CONTRACT

1.0 General

(i) Mumbai is well connected with Air, Rail and Road and has large potential for tourism by developing Marina Facility. The annual average rainfall is 2200 mm and ocean in the proposed area remains calm throughout the year. Apart from this the tidal variation is of 5 m at proposed location which is added advantage. Copy of the bathymetry report is attached at Annexure----

(ii) In case additional water area and land area is required for expansion of marina facilities in future, such water area and land area may be allowed for the residual period of lease @ the rates then prevailing & policies and subject to availability and EPIL/MbPT's N.O.C. This one time option to be availed by Lessee within 5 years from the date of award of this lease.

(iii) All Tenderer/Developers are advised to visit the 'site' before submitting their offers, in order to make themselves fully aware of the site conditions. Land and water area is offered on "As is where is" basis. Mumbai Port Trust will not be responsible for any cost or expenses incurred by the tenderer/Developers in connection with preparation or delivery of the tenders, including costs and expenses related to visits to the sites. However capital installations will be shifted by MbPT and clear land use for the intended purpose will be given by MbPT. Any other existing facilities which might interfere with and affect the proposed layout of Marina and it's operations will be shifted by MbPT

(iv) Tender documents are non-transferable. Tenderer/Developers must obtain the Tender Documents in their own name and submit their Tenders directly.

(v) The tenderer/Developers shall give an undertaking with regard to submissions of complete set without defacement, addition or alteration as prescribed and with all Appendences duly filled in. No counter conditions, submission is true to best of their knowledge and payment or illegal gratification as per Annexure – III.

(vi) The validity of tender is 150 days from the opening of Price Bid, however the validity can be extended as detailed in Instructions to tenderer.

2.0 Salient features of the Proposal are:

(i) The proposed site had draft upto -4m CD however due to situation in recent past the current draft varies between – 0.6 m CD to – 1.0 m CD
with average 4 m tidal variation. The developer/Operator has to dredge to attain the design level.

(ii) The marina floating structures generally comprises of sufficient no. Guide piles to retain floating structure, main walkway of adequate width, housing other items like fire fighting equipment points, fresh water lines, electric supply points etc., and sufficient finger floats for holding the boats fitted cleats etc. and floating pantoons to accommodate the boats of various sizes and adequate in nos.

(iii) The marina could be used for developing facilities for the purpose of water sports / harbour cruises / floating restaurants / floating hotel and/or as boarding/landing points, etc.

3.0 **Lease Period**: The Lease period is 30 years on lease basis. Final lease of land will be subject to the Land Policy approved by Govt., and subject to Govt. sanction prior to award to the successful tenderer/Developer. Land is offered on "As is where is" basis. In case additional water area and land area is required for expansion of marina facilities in future, such water area and land area may be allowed for the residual period of lease at the rates then prevailing & policies and subject to availability and MbPT's N.O.C. This one time option to be availed by Lessee within 5 years from the date of award of this lease.

4.0 **Upfront Premium (Reserve Fee)**:

a) Highest upfront premium offered will be considered for determining H1 tenderer/Developer. This premium shall be non-refundable.

5.0 **Annual Lease Rent**:

(i) The Developer/Operator will pay to the Port annual Lease rent for the water front and land allotted to him at @ Rs. 85/- and Rs.170/- per sq. mtr. per month respectively subject to annual increase of 4% compounded per annum from April every year.

However, even if Developer/Operator fail to get necessary environmental or other statutory clearances affecting the project, the above lease rent shall be payable by Developer/Operator from taking over of land till handover to EPIL/MbPT, computed on monthly basis. In such an event,
the Developer shall be liable to pay the Lease rent for a minimum period of 5 years to MbPT without any objection or demur.

(ii) Vessel/Yacht related charges & other charges for the services availed / rendered from Port in harbour shall be payable as per the rates in S.O.R. approved by TAMP or Competent Authority from time to time by the owners of the yachts, Harbour crafts boats etc.

6.0 **Facilities and its implementation:**

(i) The type and size of facilities and mode of marketing, financing operation & maintenance, environmental plan and organizational plan will be left to the Developer/Operator’s choice. However, the tenderer/Developer would have to give details of Concept plan and other Plans for development and operation of facilities in the tender document, for approval of the EPIL/MbPT.

(ii) Subject to approval of EPIL/MbPT the changes in this Concept plan and Other Plans would be allowed to the successful tenderer/Developer based on final project layout and / or clearances by the statutory authorities including owing to technological advancement or layout compulsions.

7.0 Engagement of Labour and Staff shall be sole responsibility of the Developer/Operator

8.0 Maintenance, operation and management of the Marina facility created / developed at the allotted space shall lie with the Developer/Operator/licensee.

9.0 **Environmental and Other Statutory Clearances:**

(a) It would be the responsibility of Developer/Operator to obtain all approval and clearances from CRZ, MCZMA, MoEF including from MCGM, Pollution Control Board, Chief Controller of Explosives, Navy etc. and any other statutory clearances required from various departments, as required under the various Acts and Rules in force, at their own cost for development of Marina and allied facility.

(b) The selected Developer/Operator should prepare Environment Impact Assessment (EIA) and Environment Management Plan (EMP) to address environmental issues on the neighborhood and surrounding areas including mangroves.

10.0 **Utilities:**
10.1 Water and electricity for on shore/ off shore facilities may be provided by the Port to the Developer/Operator on completion of requisite formalities and on payment of charges at the prevalent rates fixed by EPIL/MbPT under allowed commercial category, subject to availability. However, the Developer/Operator is to get supply of water and electricity from MCGM and BEST / BSES/ TATAs etc directly, for which NOC will be granted by MbPT.

10.2 Sewage:- Developer/Operator will have to connect directly to MCGM's Sewer lines.

11.0 **Security** :

The security arrangement for all on shore and offshore facility created / developed shall be provided by the Developer/Operator only. However EPIL/MbPT shall have Right to monitor and have supervisory control of the security and enforce embargo as and when required

12.0 **No third Developer/Operator interest allowed** :

No third Developer/Operator interest in the leased land / water area shall be allowed to be created by the Lessee in any manner i.e. sublet, sublease, transfer, assignment etc.

13.0 The marina’s floating structure and onshore facilities may be designed with all the facilities and provisions, not limited to, below mentioned facilities/services. The Developer/Operator is expected to improve upon this and other facilities.

14.0 **Indemnification and Insurances**

Operator/developer shall indemnify MbPT for any direct or indirect loss caused/lodged on MbPT for any action, cause, accident, loss caused to any third party including officials of MbPT and EPI, during the construction period and period of Lease validity. The losses related to employees/associates etc engaged by operator/developer shall be the sole responsibility of the operator/developer. Further, Operator/developer shall ensure all insurances in the joint names of MbPT w r t its employees, plant and equipment, assets, etc both during construction period and period of lease. Adherence to all labour laws, rules and applicable ESI and any other applicable law of the land and government shall be responsibility of Developer/ Operator.

15.0 **Marina Planning and Design** :

All the designs and safety and structural stability shall be got vetted from Indian Institute of Technology, Mumbai or any other Institute approved by
MbPT/EPI prior to start of construction activities at site. Copies of the duly certified vetted drawings shall be provided to EPI/MbPT prior to start of construction activities.

The design of marina is classified into two parts:

15. (i) Marina floating structure
15. (ii) Marina onshore facilities

**Marina floating structure:**

i) The design of layout for marina floating structure to include berthing facilities for the boats of different sizes as per statutory rules and regulations.

ii) The floating structure may be held and retained reliably on the waters by the help of guide piles. The floating structure may be connected to the shore or land by a ramp connected to the walkway bridge from the marina main entry.

iii) The complete floating structure to be fully illuminated and adequate security measures provided for the safety of the floating structure.

iv) Guide piles: The guide piles must be provided at appropriate places and in sufficient numbers to retain the floating structure in place at all design loading conditions and circumstances.

v) Main walkway, Finger floats, Floating Pontoons, etc. may be designed to accommodate different sizes of vessels.

**Marina onshore facilities:**

Minimum Marina onshore facilities expected from developer:

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<thead>
<tr>
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<tbody>
<tr>
<td>1.</td>
<td>Reception</td>
<td>13.</td>
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<tr>
<td>2.</td>
<td>Lounge</td>
<td>14.</td>
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<tr>
<td>3.</td>
<td>Restroom facilities</td>
<td>15.</td>
</tr>
<tr>
<td>5.</td>
<td>Boat inventory/accessories/sales/spares outlets</td>
<td>17.</td>
</tr>
<tr>
<td>6.</td>
<td>Dry storage</td>
<td>18.</td>
</tr>
</tbody>
</table>
16. The Bids shall be evaluated through the one time premium called "Upfront Fee" quoted in the tender.

17. The allotment of land will be governed by the Land Policy Guidelines.

18.0 **Taxes & Duties**

The successful tenderer/Developer shall pay all taxes (including service tax), levy, duty, etc., which they may be liable to pay to Corporation of Mumbai/State of Maharashtra & 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 lease deed and w.r.t PMC fees payable to EPI and on the construction cost as specified elsewhere in tender documents, operation and maintenance. The successful tender 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 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 lease deed. All such payments to be made by the Tenderer/Developer are deemed to have been included/considered while quoting the tender.

19.0 The tenderer/Developer shall treat all the documents and information received from the EPIL/MbPT 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 EPIL/MbPT authorities permit this in advance in writing.

20.0 **Force Majeure**

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a tenderer/Developer, and which makes a Developer/Operator's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where
such strikes, lockouts or other industrial action are within the power of the Developer/Operator invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Developer/Operator or such Developer/Operator's sub-consultants or agents or employees, sub contractors nor (ii) any event which a diligent Developer/Operator could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

(d) If either Developer/Operator 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 Developer/Operator gives to the other Developer/Operator written notice of the event within 14 days (fourteen days) after its occurrence, such obligations of the Developer/Operator as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.

(e) Neither Developer/Operator shall be liable to the other Developer/Operator for loss or damage sustained by such other Developer/Operator arising from any event referred to in clause (a) above or delays arising from such event;

21. **Award of lease**

The lease will be awarded to the tenderer/Developer as per conditions of Instruction to tenderer of tender document. Final lease of land will be as per Land Policy for Major Ports 2014.

22. **PMC Fee**:

PMC fee equal to 6% of the construction cost shall be Paid by the successful bidder to EPI as provided in clause 2.4 of the NIT. All taxes including service tax, other taxes, duties, levies made by Govt. presently and in future shall be paid extra. The construction cost shall include all direct and indirect cost attributable for completion of the construction activities on land and water area.

**Stages of payment of PMC Fee:**

1. **Upon Award of work**: Upfront payment towards PMC fees of Rs.4 Crore at the time of award of work to be paid alongwith upfront payment to MbPT.
2. Construction up to plinth level 50% of the balance amount.
3. Completion of structure up to floor level 50% of the balance amount.

23. **Evaluation of Construction Cost for the purpose of PMC Fee:** The construction cost of the area constructed on land shall be determined using latest PAR of CPWD along with the cost index applicable as per period execution. For special finishes and interiors the rates will be calculated at market rates prevailing at the time of execution. For construction activities like Dredging, Reclaiming and other construction activities etc in water area applicable SOR of EPIL/MbPT will be used. For activities for which SOR is not available rates will be calculated at market rates prevailing at the time of execution.

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

24. **UPFRONT PREMIUM**

1. The total Upfront Premium is to be paid within 2(Two) years from the date of payment of First Installment. An extension of up to 60 (sixty) days beyond the stipulated deadline for the payment of the First Installment as mentioned above, may be granted on written request of the Selected Bidder to MbPT, provided the Selected Bidder pays interest @ 15% (fifteen percent) p.a. on the full amount of Upfront Premium to be paid along with the First Installment. The interest shall be calculated for the number of days of extension availed by the Selected Bidder.

2. Further extension of upto 30(thirty) days beyond the above extended period of 60(sixty) days for the payment of the First Installment, may be granted with an additional Penal interest of 3%(three percent) per annum, over and above the interest of 15% (fifteen percent) per annum, on the full amount of Lease Premium to be paid along with the First Installment amount. However no further extension shall be given and the MbPT shall terminate LOA and forfeit the Bid Security and other security deposits as per the provisions of the bid document.

3. The remaining Second and Third Installments (the “Subsequent Installments”) shall be paid by the Lessee to MbPT as per the Payment Schedule shown above. The Lessee may pay part of any of the Subsequent Installments any time after the due date of the preceding Installment but before the due date of that Installment and in such case the interest @15% per annum as provided in the payment schedule above on such part payment shall be applicable till the date of the part payment.
5. In case of any default in the payment of any of the Subsequent Installment on or before the respective due dates specified here above, the Lessee shall pay and additional Penal interest of 3% (three percent) per annum, over and above the interest of 15% (fifteen percent) per annum, on the overdue amount of the respective Installment. However, if such payment default continues beyond a period of 180 (one hundred and eighty) days, MBPT shall terminate the Lease Agreement as per the provisions contained therein.

7. The Upfront Premium and Annual Lease Rent shall be paid in the form of Demand Draft or Account Payee cheque in favour of “Mumbai Port Trust, Mumbai” issued by a Nationalized / Scheduled bank or by RTGS. The payments shall be --------------- as realized only upon the fact that the desired amount has been credited to the account of MbPT.
25. PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Particulars</th>
<th>First Installment</th>
<th>Second Installment</th>
<th>Third Installment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installment as % of Upfront Premium</td>
<td>40%</td>
<td>30%</td>
<td>30%</td>
</tr>
<tr>
<td>Due Date</td>
<td>Within 60 days from the date of issue of Letter of Acceptance by EPI/MbPT</td>
<td>On or before the first anniversary date of Payment of First Installment.</td>
<td>On or before the second anniversary date of Payment of First Installment.</td>
</tr>
<tr>
<td>Amount</td>
<td>40% of the Upfront Premium plus interest @15% per annum on full amount of Upfront Premium for the period of extension, if any.</td>
<td>30% of the Upfront Premium plus interest amount @ 15% per annum on the total outstanding amount (total amount of Second and Third Installment) for the period from the date of Payment of First Installment to the actual date of payment of Second Installment.</td>
<td>30% of the Upfront Premium plus interest amount @ 15% per annum on the total outstanding amount (amount of Third Installment) for the period from the date of Payment of Second Installment to the actual date of payment of Third Installment.</td>
</tr>
</tbody>
</table>
26. FACILITIES to be provided by the developer for use by EPI and MbPT both.

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. OFFICE WITH FACILITIES – The contractor is to provide office with following facilities till Commissioning of Project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A (i) PORTA CABIN OFFICE ACCOMODATION</td>
<td></td>
<td></td>
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<tr>
<td>Airconditioned Furnished office with one conference/meeting room at one or more locations as per direction of Engineer-in-Charge with basis amenities like Toilets, Drinking water arrangement, lights, other facilities like furniture, storage, telephone, internet, computers, printers suitable for winter and summer season etc. for EPI and MbPT Client Engineer &amp; Staff &amp; maintenance of it till Commissioning of the project.</td>
<td>Sq. ft.</td>
<td>700</td>
</tr>
</tbody>
</table>

27. A display board regarding project details as per the enclosed pattern and design shall be displayed at site by the developer.
28. **LIST OF DOCUMENTS TO BE SUBMITTED BY THE ENDERER/DEVELOPER IN ENVELOPE 'A' - TECHNICAL BID**

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Description of Documents</th>
<th>Whether submitted by the Tenderer/Developer (Yes/ No.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>List of enclosures</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>EMD for Rs.---------- Lakh in the form of Demand Draft / BG</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tender Fee for Rs.---------------------------</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Tender documents duly filled in except price schedule (Schedule-), signed and stamped on all the pages.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Details of Financial Stability (Schedule----) Copies of profit and loss statement, balance sheets and auditors report /annual report for the last 3 years.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Copies of the Certificates issued by Employer/ Govt. Bodies duly notarized (Schedule – ----)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company/ proprietorship firm/partnership firm or any other business structure.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Power of Attorney in favour of person authorised to sign the tender document.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Copy of TIN/PAN certificate</td>
<td></td>
</tr>
</tbody>
</table>
### Sr No | Description of Documents | Whether submitted by the Tenderer/Developer (Yes/No.) | Ref. of page No.
--- | --- | --- | ---
| | Proforma of undertaking regarding illegal method for influencing bid process and proforma of disclosure of payment made / proposed to be made to the intermediates in connection with the bid | |  |
| | Proforma of undertaking that no changes have been made in the tender document downloaded confirmed form (Annexure – ----- ) | | |

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

**Tenderer/Developer’s Signature**

.................................................................

with seal
### FINANCIAL DATA

Net Worth and Net Cash Accrual for last three financial years:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Financial Year*</th>
<th>Net Worth (Rs in crore)</th>
<th>Net Cash Accrual (Rs in crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2013-2014</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2012 – 2013</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2011 – 2012</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**
1. This is to be certified by the Chartered Accountant
2. Copy of the Audited Annual Accounts for last 3 years to be provided
   * Or Financial year of tenderer/developer as opted by them.
Tender for Development of Marina Off Prince’s & Victoria Docks (P&V Dock wall) at Mumbai Port

1. Name of the tenderer/Developer offering the bid : 
2. Address : 

   (i) Year of Establishment : 
   (ii) Parent Company, if any : 

4. Brief description of the project for which the land is proposed to be leased : 

5. Details of existing business, if any, in the Port with relevant details pertain to marina or similar activity. : 

6. If there is any tie-up with foreign companies, Please furnish the details : 

7. Brief details of structures proposed to be Erected/constructed. : 

8. Details of existing marina facility with tenderer/Developer : 

9. Plan for proposed facility for marina. Briefing mentioning structures, methodology : 

10. Are you prepared to meet the expenses towards the development of the plot and surroundings, including maintaining drains, roads, etc, within/towards the plot. : 

11. Likely date of commencement of your installation : 

12. Likely date of commissioning of the facility : 

13. Details of marina facilities developed if any in other Ports : 

SIGNATURE OF TENDERER/DEVELOPER
ANNEXURE- III

Tender for Development of Marina Off Prince’s & Victoria Docks (P&V Dock wall) at Mumbai Port

UNDERTAKING BY THE TENDERER/DEVELOPER

To
The Board of Trustees of the Port of Mumbai

I/We, M/s. _______________________________ have gone through the tender document carefully and hereby confirm as under:

The complete tender set i.e. First cover and Second Cover sealed as described in clause No. __________ and is submitted as per clause no. ________ of tender and the same is WITHOUT any defacement, addition or Alteration as prescribed and with all the relevant Appendices and Proforma duly filled in.

I/We have submitted our tender with requisite Earnest Money Deposit lodged As described in the Clause No. __________ of tender.

I/We have not indicated anywhere in the first cover, the amount to four price bid.

I/We have not made any counter stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and as such offer will not be evaluated and considered at all by you.

I/We have hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that, my/our tender shall be summarily rejected without prejudice to the right of the Board of Trustees of Port of Mumbai to take further action into the matter.

I/We 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 Act1988 in connection with the bid.

Witness’ Name: ___________________________ Tenderer/Developer’s Name: ___________________________
Signature: ___________________________ Designation: ___________________________
Address: ___________________________ Address: ___________________________
Tel. No.: ___________________________ Tel. No.: ___________________________
Date: ___________________________ Date: ___________________________
Signature: ___________________________
Tender for Development and Operation of Marina at P & V Dock Wall at Mumbai Port
BID FORM 1: Covering Letter

Tender No. DLI/CON/MbPT/421
Dated: 13.10.2014

To,
The General Manager (Contracts)

Sub:- Bid for Proposed Development and Operation of Marina at Princes’s & Victoria Dock (P&V Dock wall) at Mumbai Port

Dear Sir,

1. With reference to your Bid Document dated ............., I/We .(Name of Bidder/Name of the Consortium/ Names of all members of the consortium/JV), hereby undertake that I/We .........................(Name of Bidder/Name of the Consortium/Names of all members of the Consortium/JV) have studied the whole Bid Documents carefully in addition to all other Bidding Documents, addendums, amendments, etc. and understood their contents I/We ............................ .................................(Name of Bidder/Name of the Consortium/Names of all members of the Consortium/JV) hereby unconditionally agree to abide by all provisions, terms and conditions contained therein and hereby submit my/our Bid for the aforesaid Project .

2. My/Our Bid is unconditional and unqualified.

3. I/We also agree to keep this offer open for acceptance for a period of 150 days from the date of price bid opening.

4. I/We also hereby agree and undertake to abide by all the terms and conditions of the Bid Documents.

5. I/ We acknowledge that the EPI/MbPT will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Developer/Operator/Lessee for the aforesaid Project and we certify that all information provided therein is true and
correct; nothing has been omitted which renders such information misleading and all documents accompanying the Bid are true copies of their respective originals.

6. This statement is made for the express purpose of our selection as Developer/Operator/Lessee for the aforesaid Project.

7. I/ We shall make available to the EPI/MbPT any additional information it may find necessary or require to supplement or authenticate the Bid.

8. I/ We acknowledge the right of the EPI/MbPT to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

9. I/ We certify that in the last three years, I/we/any of the Members of our consortium /JV partners have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

10. I/We declare that:

a. I/We have examined and have no reservations to the Bid Documents, including any addendum issued by EPI/MbPT; and

b. I/We do not have any conflict of interest, in accordance with the terms/ clauses of the Bid Documents that affects the bidding process; and

c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the EPI/MbPT or any other public sector enterprise or any Government, Central or State; and

d. I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of the Bid Documents, no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

e. I/We hereby certify that we are not otherwise debarred from participating in this Bid by any provision of Applicable Laws; and
f. The undertakings given by me/us along with the Proposal in response to the Bid Documents for the Project were true and correct as on the date of making the Proposal and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.

11. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.

12. I/We declare that I/We/ any Member of the consortium/JV Partners, am/are/ is not a Member of any other Bidder/consortium submitting a Bid for the Project.

13. I/We certify that in regard to matters other than security and integrity of the country, I/We/ Our consortium or any Member of our consortium has not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community nor is there any such investigation pending against us.

14. I/We further certify that in regard to matters relating to security and integrity of the country, I/We/ Our consortium/JV or any Member of our consortium/JV have/has not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our associates nor is there any such investigation pending against us.

15. I/We further certify that no investigation by a regulatory authority or security agency relating to security and integrity of the country is pending either against us or against our associates or against our Chief Executive Officer (CEO) / Chief Financial Officer (CFO) or any of our directors/ managers/ employees etc.

16. I/We undertake that in case due to any change in facts or circumstances during the bidding process, the provisions of disqualification in terms of the guidelines referred to above, are attracted in our case, we shall intimate EPI/MbPT of the same immediately.

17. In the event of my/ our being declared as the Selected Bidder, I/ We agree to incorporate a Special Purpose Company under the Indian Companies Act, 1956 within the time specified in Bid Documents for execution of the Lease Agreement/agreements to be entered with MPbT and agreement with EPI.

18. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by
EPI/MbPT in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

19 In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a Lease Agreement/Agreements with MpBT/EPI in accordance with the draft Lease Agreement/Agreements has been provided to me/us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/We have studied all the Bidding Documents carefully and have also surveyed the Site. We understand that except to the extent as expressly set forth in the Lease Agreement or elsewhere, we shall have no claim, right or title arising out of any documents or information provided to us by the EPI/MbPT or in respect of any matter arising out of or relating to the Bidding Process including the award of Lease.

21. Bid Security of Rs. ------------------ (Rupees----------------------------------) is herewith submitted in the form of Demand Draft/BG (strike out whichever is not applicable) to EPI in accordance with the Bid Documents. I/We understand that the full value of the Bid Security shall stand forfeited in case I/We fail to fulfill the requirements laid down in the bid Documents for the purpose.

22. Our Financial Proposal is enclosed in a separate sealed Envelope 2. The Upfront Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the Bidding Documents, our own estimates of costs and after a careful assessment of the Site and all the conditions that may affect the Project Cost and implementation of the Project.

23. I/We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Lease is not awarded to me/us or our Bid is not opened or rejected.

24. I/We declare that the information stated above and in the aforementioned attachments is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient for EPI/MbPT to reject our Bid and forfeit the Bid Security.

25. I/We, the Consortium Members/JV Partners agree and undertake to be jointly and severally liable for all the obligations of the Lessee under the Lease Agreement/other agreements.

26. I/We or any of the Directors of my/our company/Member of the Consortium/JV or any or my/our employee has/have not retired as Gazetted Officer/ Class 1 officer within 2 years.
of the date of submission of the bid and/or taken permission from the President of India for taking employment under me/us, becoming partner, Director in my/our company or taking this contract. In witness thereof, I/ we submit this Bid under and in accordance with the terms of the Bid Documents.

Yours faithfully,
Date:
Place:

Seal of the Bidder/ (Signature of the Bidder/Authorized Signatory)
{Lead Member of the Consortium} (Name and designation)

**Encl:**
1. Checklist of Documents submitted by us
2. Bid Security
3. Other documents as per prescribed formats

**Note:**
1. If the Bidder is not a consortium, the provisions applicable to consortium may be omitted.
2. Strike out which ever is not applicable if the bidder is not an individual.
3. In case Para 26 above is not complied, details of such persons is to be enclosed.
BID FORM : General Information about the Bidder

Tender No:-

Name of Project:-

1. Full Name of the Bidder /Lead Member of the Consortium/JV Partners: (in Block Letters)

2. Bidder’s Constitution (for example Public Limited Co. / Pvt. Ltd. Co./LLP/Coop Society/ Trust/Individual)

3. Bidder’s Registered Office and Place of Business and branch office(s) in India, if any, or Residence

4. Bidder’s Telephone No.

Fax No.

E-mail address

5. Name & Address of Directors/Consortium/JV Partners/of the Company
(Provide names, office & residential addresses, telephone nos, fax nos, email, Profession / Business engaged in etc.)

6. Profile of the Bidder giving details of current activities, background of promoters and management structure including evidence of incorporation and proposed role and responsibilities in this Project, brief description of its main lines of business, details of current activities, Country of incorporation,

7. Details of individual(s) who will serve as the point of contact/communication for the EPI/MbPT

(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:
8. Particulars of the Authorised Signatory of the Bidder, if any
(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:
(d) E-Mail Address

Note:
1. In case of foreign company (ies), the same must be incorporated under the laws of the country of registration.
2. Certificate of Incorporation or equivalent of such foreign company should be either certified by the statutory auditor of the company or the Company Secretary.
3. All information required in terms of this Form shall be given in respect of each of the Members of the consortium/JV.