



**Maharashtra Maritime Board,
Home Department (Ports and Transport)
Government of Maharashtra**

Tender Notice

for

**OPERATION AND MAINTENANCE OF KOLSHET JETTY AND PARKING FACILITY AT
VASAI CREEK IN THANE DISTRICT, MAHARASHTRA**

December - 2022

DISCLAIMER

The information contained in this Request for Proposal document comprising of Volume 1 and Volume 2 (the "RFP" or "Request for Proposal") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide the Bidders with information that may be useful to them in preparing and submitting their proposal pursuant to the Bidding Documents including this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way by participating in this Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder or Lessee for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

INSTRUCTIONS TO BIDDERS RELATED TO E-TENDERING GENERAL INSTRUCTIONS:

The bidders are requested to familiarize themselves with the use of the e-Tendering portal of Government of Maharashtra well in advance.

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Government of India: <https://mahatenders.gov.in>

The Bidders participating first time for e-Tenders on GoM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrolment of new bidders has been provided on

<https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>

All bidders interested in participating in the online e-Tendering process are required to procure Digital e-Token having 2 certificates inside it, one for Signing/ Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e-Token.

e-Tendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document, Bid Preparation, Bid Submission. (<https://mahatenders.gov.in/nicgep/app?page=DSCInfo&service=page>)

Similarly, Bidders will have to pay Earnest Money Deposit through online modes of payment only. This payment will not be accepted by the department modes such as Cash, Cheque or Demand Draft.

Bidders who are using SB MOPS other banks Internet Banking are requested to make online payment four days in advance. For online Payment related issues, kindly send email with Bank Reference Number to this email ID merchant@sbi.co.in. You may also contact 022-27560149 for clarifications.

If any assistance is required regarding e-Tendering (registration/ upload/ download) please contact GoM e-Tendering Help Desk

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

International Bidders are requested to prefix 91 as country code. Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

1. INTRODUCTION AND BACKGROUND

The Maharashtra Maritime Board (the Board) was constituted by enacting the Maharashtra Maritime Board Act, 1996. The Board is the nodal agency that governs the regulatory framework for the maritime industry in the state.

1.1 The Project

The Board has developed land parcel adjoining to the Vasai Creek at Kolshet in Thane district of Maharashtra. The Board intends to operate and maintain Jetty & Parking premises including all civil, electrical, mechanical, horticulture infrastructure through private operation and maintenance operator, who will be allowed to generate revenue as permitted and allowed by CRZ/ MCZMA regulations.

The area of land parcel demarcated for Jetty and parking at Vasai Creek is **2729.50** sqm.

In this regard, The Board invites Online offers through E- tendering process from reputed Companies/ Firms/ Consortiums with prior experience as per eligibility criteria.

1.2 Scope of Work

The scope of work will broadly include Operation and Maintenance of Kolshet Jetty and parking area located adjacent to Vasai Creek in Thane district. The O&M operator has the rights to generate revenue on the space (land parcel) allotted for this work.

The scope of work shall also include maintenance of all civil, electrical, horticulture and infrastructure including: -

- i Entire Chowpatty maintenance
- ii Electricity and Water supply
- iii Food court
- iv Parking of Vehicles
- v Advertisement Hoardings
- vi Maintenance of landscape
- vii Daily cleaning of the Chowpatty
- viii Maintenance of Toilet
- ix Providing 24 hrs. security
- x Crowd control and management
- xi Temporary structures (as allowed by Maharashtra Maritime Board and as per MCZMA and CRZ guidelines)
- xii Compound Walls

The scope of work will broadly include operation, maintenance of the Murudkhora Jetty at Raigad. The O&M operator has the rights to generate revenue through the space allotted as per details provided in Annexure- XVI.

1.3 Brief Description of Bidding Process

MMB has adopted single stage process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. All Bidders shall submit their Prequalification Credentials and Financial Proposal against this RFP in a single stage ("the Bidder"). The first step of the process involves qualification of interested parties/ Consortia on the basis of credentials submitted as Prequalification Criteria by the Bidders in accordance with the provisions of RFP. In the second step of the process, Financial Proposal of only those shortlisted (prequalified Bidders) shall be opened and evaluated for selection of the Successful Bidder.

2. INSTRUCTION TO BIDDERS

2.1 Validity of Bids:

The Proposal shall be valid for a period of not less than 120 (one hundred and twenty days) from the bid submission date ("Bid Validity Period") unless requested for any further extension. Authority reserves the right to reject any Proposal, which does not meet this requirement.

2.2 Bid Security Deposit:

The Bidders shall furnish as part of its Proposal, a Proposal/ Bid Security (EMD) for amount equal to 1% (one per cent) of project cost i.e., Rs. 31,100/- (Rupees Thirty One Thousand One Hundred Only) to be paid through Online Payment Modes i.e. Net Banking/ e-transfer during Bid Preparation Stage. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

Any Proposal not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

The Bid Security of every unsuccessful Bidder, except the second lowest Qualified Bidder, would be returned within a period of eight weeks from the date of issuance of the LOA to the Successful Bidder.

2.3 Bid Fees

The application fee for the Bid is Rs. 590/- (Five Hundred Ninety only) (Non-Refundable) to be paid through online payment modes i.e., Net Banking during Tender Document Download Stage.

2.4 Site visit/ survey:

Bidders are invited to examine the Project in greater detail including visit to site area, and to carry out assessments at their own cost, as may be required for submitting their respective Bids.

2.5 Mandatory premium for bidding:

Bids are invited for the OPERATION AND MAINTENANCE OF KOLSHET JETTY AND PARKING FACILITY AT VASAI CREEK IN THANE DISTRICT, MAHARASHTRA to operate and maintain Jetty & Parking premises including all civil, electrical, mechanical, horticulture infrastructure through private operation and maintenance operator, who will be allowed to generate revenue through activities permitted by CRZ/ MCZMA/ extant environment regulations. The Operator shall have to quote, subject to a minimum of **Rs. 31,05,000/-** (Rupees Thirty One Lakhs Five Thousand only), as annual premium. Subsequently, there will be **an annual increase of 6% over the annual premium** to be paid by the operator during the project period of operation.

2.6 Payment Schedule:

The successful bidder shall have to make payments as per following schedule.

| | |
|-----------------------|---|
| Bid Fee | Rs. 590/- (including 18%GST) |
| Bid Security/ EMD | Rs. 31,100/- |
| Performance Security | Rs. 62,100 (02% of Annual Rent) |
| Year 1 Annual Premium | Quoted value of Successful Bidder (as per the LoA awarded to Successful Bidder) + GST |
| Year 2 Annual Premium | = Yr 1 Premium + 6% annual increment + GST |
| Year 3 Annual Premium | = Yr 2 Premium + 6% annual increment + GST |

2.7 Contact details for queries:

Any queries or request for additional information concerning this RFP shall be emailed to the address: ceombb@gmail.com. The Bidders are required to submit their queries on this RFP (i.e., all parts of the RFP) by at least one (01) working day prior to the date of pre-bid conference). The Submissions/ communications shall clearly bear the following identification/ title:

2.8 Schedule of Bidding Process:

The Authority shall endeavor to adhere to the following schedule:

| Sr. No | Activities | Date | | Hour |
|--------|-----------------------------------|------------|------|-------|
| 1. | Publishing Date | 19.01.2023 | At | 10.00 |
| 2. | Document Download Start Date | 19.01.2023 | At | 10.00 |
| 3. | Document Download End Date | 06.02.2023 | Upto | 17.00 |
| 4. | Seek clarifications Start Date | 19.01.2023 | At | 10.00 |
| 5. | Seek clarification End Date | 24.01.2023 | At | 17.00 |
| 6. | Pre-bid meeting | 25.01.2023 | At | 12.00 |
| 7. | Bid Submission Start Date | 25.01.2023 | At | 12.00 |
| 8. | Bid Submission Close Date | 03.02.2023 | Upto | 17.00 |
| 9. | Bid Opening Date (Technical Bids) | 06.02.2023 | At | 15.00 |

Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and financial Bid shall be notified in 'Press Notice/ Corrigendum' section on the e-Tendering sub portal of the department before opening of the same.

** Dates mentioned are tentative*

2.9 General Terms and Conditions

- 2.10.1** No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be.
- 2.10.2** Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Service Agreement (which will be provided to successful bidder after issuance of LOA) shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the draft Service Agreement.
- 2.10.3** The Bidder shall be deemed to have satisfied fully about location/ site before submitting the Bid as to the assess the correctness and sufficiency of his Bid for the works and of the prices/ rates quoted in the Financial Bid which shall, except as otherwise provided, cover all his obligations under the Service Agreement.
- 2.10.4** Online Bids (e-tender) are invited by Maharashtra Maritime Board, Mumbai on Government of Maharashtra Electronic Tender Management System portal <https://mahatenders.gov.in>. as per Tender Schedule Published on the web portal.
- 2.10.5** MAHARASHTRA MARITIME BOARD reserves the right to reject any or all of the Bids without assigning any reasons thereof and the decision of MAHARASHTRA MARITIME BOARD would be final and binding on the Bidders.

3. SPECIAL TERMS AND CONDITIONS

3.1 Duration of Service Agreement:

The period of Service Agreement shall be 03 (three) years which can be further extended to 02 (Two) years with prior permission from MMB subject to performance of O & M Operator and in event of no defaults and violation of RFP & Service Agreement condition. Application of such extension to be made minimum one month before the expiry of the Service Agreement period of two years.

3.2 Performance Security:

The successful bidder will be required to pay performance security for a sum of Rs. 62,100/- (Rupees Sixty Two Thousand One Hundred only) equivalent to 02% of Annual Rent to MMB in form

of Bank Guarantee as per format attached in this RFP (refer Annexure-XIII) within 07 (seven) days of issuance of LOA along with signed copy of LOA in duplicate as acceptance of LOA in acknowledgement.

3.3 Permanent Structures:

Any type of construction permanent in nature at Kolshet Jetty and Parking facility area at Vasai Creek in Thane district shall not be allowed.

3.4 Loss/ Damages:

The Bidder shall be responsible for any loss of and any damage to all structures and properties belonging to Maharashtra Maritime Board and if such loss or damage is due to fault and/or the negligence or willful acts or omission of the bidder, his employees, agents, representatives or subcontractors.

3.5 Indemnity:

- i The Successful Bidder shall be responsible for any loss/ damage to all structures and properties belonging to Maharashtra Maritime Board/ Government of Maharashtra and if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Bidder, his employees, agents, representatives, or subcontractors. Successful Bidder after the award of Service Agreement shall on its own expenses take out the required insurance and on request of MMB shall submit the same to the MMB.
- ii MAHARASHTRA MARITIME BOARD will have absolutely no liability whatsoever concerning the employees of the Bidder. The Successful Bidder shall indemnify MAHARASHTRA MARITIME BOARD against any loss or damage or liability arising out of or in the course of the Bidder employing persons or in relation with the Bidder's employees.
- iii The Successful Bidder shall at all times, i.e. during the Total Service Agreement Period and at any time thereafter, defend, indemnify and hold the Authority harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of Service Agreement, death or injury to person or injury to property, or other tort claims) and expenses (including costs incurred in defending itself in court proceedings) arising out of or relating to the breach by Successful Bidder of any covenant representation or warranty or from any act or omission of the Operator or his agents, employees or sub-contractors.
- iv The Successful Bidder shall have to furnish an Indemnity Bond on Rs. 500/- (Rupees Five Hundred) on stamp paper as per the format given in *Annexure XV* of the Bid Document (RFP).

3.6 Overriding rights:

Maharashtra Maritime Board will have overriding rights for use of the facility on **EIGHT occasions** per year **without any additional cost**. However, MMB will intimate the selected bidder 01 week before any of such occasions or events.

3.7 O&M Expenses:

All the expenses pertaining to O&M (including manpower, security, electricity, water supply, municipal tax, license fees etc.) shall be borne by the successful Bidder (O&M Operator). Any penal interest for delayed payments to be done by O & M Operator.

3.8 Loss of revenue:

Under any circumstances the operator shall not hold MMB liable for any loss in revenue and agrees that he has visited the site and has done assessment of facilities and declares his willingness to operate and maintain the facilities at Kolshet Jetty in Vasai Creek in Thane district. MMB shall handover the facility to successful bidder on "AS IS WHERE BASIS".

3.9 Payment of Premium to MMB:

- i Under any circumstances the operator/ successful bidder shall not withhold any payment towards MMB. Maharashtra Maritime Board may issue a seven (07) day notice period to the O & M Operator in case of default in annual premium payment or any other payment due on MMB for more than Forty-Five (45) days. After seven (07) days of the notice, if the payment is not done then the Service Agreement will stand terminated, and the Authority shall be entitled to forfeit and appropriate the performance security.

3.10 Environmental Safeguards:

Under any circumstances the operator/ successful bidder shall not dump/ dispose any debris, solid or liquid waste in the creek/s or on the shoreline. In all conditions the operator/ successful bidder shall have adhere to CRZ/ MCZMA regulations.

3.11 Public Transport

The successful bidder shall not hamper/ obstruct or create any hinderance to **Public Transport** activities and passenger transport operations of existing MMB licensed operators and those MMB will issue license in future at Kolshet Jetty. MMB reserves **the discretionary power** to take any decision or activity related to Public Transport and related facilities in Kolshet Jetty.

3.12 Permissions:

Operator shall obtain all the required permissions/ NoCs required from any relevant authorities for the operations at the said facility.

4. ELIGIBILITY OF BIDDERS

Bids are invited from single or group of entities; for determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:

- A. The Bidder may be a single entity or a group of entities (the “Consortium”), joining together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. Maximum three members are allowed for consortium.
- B. A Bidder may be a natural person, private entity, partnership firm, company, or Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium.

In case the Bidder is a Consortium, it shall, comply with the following additional requirements:

- a) Number of members in a consortium shall not exceed 03 (three):
- b) Subject to the provisions of clause (a) above, the Proposal should contain the information required for each member of the Consortium.
- c) The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.
- d) An individual Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualifications.
- e) If the selected bidder is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members.

5. QUALIFICATION CRITERIA

(A) Technical Criteria:

To be eligible for pre-qualification and short-listing, the Bidders shall have to satisfy the following conditions of eligibility:

- i The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932.
- ii The Bidder shall submit in technical bid, copy of Certificate of Incorporation/ Registration/ Partnership deed signed by authorized signatory of the Bidder, copy of PAN Card and copy of GST Registration.
- iii In case of a Consortium/ JV, the Experience of each of its Members, who have an equity share of at least 26% (twenty six percent) in such Consortium, shall be evaluated as Experience of the Consortium.

- iv Bidder shall have conducted operation and maintenance of at least one Eligible O&M Project in Port Trusts/ Maritime Boards, Public Sector Undertakings (PSU) companies/ Urban Local Bodies/ Central Government/ State Government Organizations for a period of at least three (03) consecutive financial years anytime within seven (07) years preceding the Bid Due Date.
- v Eligible O&M Project shall mean experience of operations and management of a Passenger Jetty / Port Terminal / Jetty & Parking/ lake facility operations / Tourist Resort or any similar type of Hospitality Centre / Floatel / Ferry Operations consecutively for three (03) years in last seven (07) years.
- vi The Bidder should not be debarred/ blacklisted by any Port Trusts/ Maritime Boards, State Government/ Central Government/PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period of time as on bid submission date.
- vii The Bidder shall submit a self-certified non-blacklisted letter signed by the Authorized Signatory of the Bidder.
- viii The bidder shall fulfill all of the following eligibility criteria independently, as on date of submission of bid.
- ix In order to consider the O&M experience for evaluation, the Applicant/ Consortium must submit certificate/ agreement/ work completion certificates from the Port Authority/ Licensor/ Statutory Auditor regarding O&M experience.
- x In case of the consortium, the combined capacity of consortium members shall be considered for eligibility.
- xi Affidavit from Bidder on Rs.500/- Bond paper as mentioned in Annex-XVII.

(B) Financial Capacity:

- i The bidder shall have average annual turnover of at least INR 02 (two) crores in each of the last three (03) financial years (FY 18-19, FY 19-20, FY 20-21) from operation and management of eligible projects.
- ii The Bidder shall submit Audited balance Sheet and Profit & Loss account statement for each of the last three (03) audited financial years (FY 18-19, FY 19-20, FY 20-21) and certificate duly signed by Statutory Auditor of the Bidder for total turnover.
- iii The Bidder should have positive net worth in last three (03) years. (FY 18-19, FY 19-20, FY 20-21).
- iv The Bidder shall submit certificate from the Statutory Auditor/ Chartered Accountant clearly stating Positive Net worth.

- v Updated Solvency certificate from Bank

6. EVALUATION PROCESS:

(A) Evaluation Process

- i Only Bidders/ Consortium who meet the criteria specified in Clauses 5 shall qualify for Financial Evaluation.
- ii Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- iii Any information contained in the Proposal shall not in any way be construed as binding on the Authority but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- iv The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Proposals without assigning any reasons.

(B) Selection of Bidder

- i The Bidders meeting all criteria prescribed shall be termed as "qualified Bidder". Financial Bid of only "qualified Bidders" shall be opened.
- ii Financial Proposals of only "Qualified Bidders" shall be opened in presence of the nominees of the Bidders, who choose to attend the same.
- iii The Bidder quoting the highest Annual Premium subject to minimum of **Rs. 31,05,000/-** (Rupees Thirty One Lakhs Five Thousand only) with minimum **annual increase of 6% Fee** shall be the Preferred Bidder. For avoidance of doubt, it is clarified that in the event of discrepancy in the Annual Premium Fee in numeric and alphabetical manner, the higher of both shall be considered.
- iv The Bidder whose Bid is adjudged as responsive in terms of Clause 5 and who meet all parameters prescribed under Technical qualification and Financial capacity and quotes the highest Annual Premium in Financial Bid shall be declared as the selected Bidder (the "Successful Bidder").
- v In the event that two or more bidders quote the same Value of Annual Premium (the "Tie Bidders"), MMB shall identify the Successful Bidder by draw of lots, which shall be conducted with prior notice in the presence of the Tie Bidders who choose to attend.

- vi** In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the MMB may invite all the remaining Bidders to revalidate or extend their respective Bid Security (EMD), as necessary, and match the bid of the aforesaid highest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Successful Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose BID was higher as compared to other Bidder(s) in the first round of bidding shall be the Successful Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest bidder shall be the Successful Bidder.
- vii** In the event that no Bidder offers to match the highest Bidder in the second round of bidding as specified above, MMB may, in its discretion, invite fresh BIDs (the “third round of bidding”) from all Bidders except highest Bidder of the first round of bidding or annul the Bidding Process, as the case may be.
- viii** After selection, a Letter of Award (LOA) shall be issued, in duplicate, by MMB to the Successful Bidder and the Successful Bidder shall, within seven (07) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. The successful bidder shall submit performance security @ 02% of Annual Rent to MMB in form of Bank Guarantee as per format attached in this RFP (refer Annexure-XIII) within 07 (seven) days of issuance of LOA. On successful submission of performance security and LOA acceptance, MMB shall issue Work Order to the successful bidder. In the event the duplicate copy of the LOA, duly signed by the Successful Bidder is not received by the stipulated date, MMB may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as failure of the Successful Bidder to acknowledge the LOA.
- ix** After successful award of Work Order to the Successful Bidder, the Service Agreement shall be executed between MMB and the Successful Bidder within 30 (thirty) days from the date of issue of LOA. The Date of execution of Service Agreement between MMB and Successful Bidder shall be identified as Financial Operation Date (FOD).
- x** The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment in the Service Agreement.

7. DUTIES AND RESPONSIBILITIES OF SELECTED BIDDER

- i** The Bidder shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All disputes or differences between the Bidder and his/ their employees shall be settled by the Bidder. The Bidder shall abide by prevalent Labour Laws as applicable
- ii** The Bidder shall advise in writing or in such an appropriate way to all of the Bidder's employees and any other persons engaged by him that their appointment/ employment is not by

MAHARASHTRA MARITIME BOARD but by the Bidder and that their present appointment is only in connection with the Service Agreement with MAHARASHTRA MARITIME BOARD and that therefore, such an employment/ appointment would not enable them or make them eligible for any employment with MAHARASHTRA MARITIME BOARD either temporarily or/ and permanent basis.

- iii In respect of all labour, directly or indirectly employed in the work for the performance of the Bidder's part of this Agreement, the Bidder shall at his own expense, arrange for all the safety provisions as per relevant safety code.
- iv All required licenses would be taken by Bidder at his own cost for company/ consortium.
- v Bidder shall have to maintain First aid facilities for its employees.

8. PREPARATION AND SUBMISSION OF BID

8.1 Language: The Bid and all related correspondence and documents should be written in the English language.

8.2 Format and Signing of Bid:

Each Bid shall have to be prepared and submitted in accordance with provisions of this Bid document. The Bid shall comprise of two (02) submissions:

Submission 1: Technical proposal (Qualification)

Submission 2: Financial Proposal

The following documents should be uploaded by the Bidders in the form of PDF files in the same order as mentioned below, on the e-tendering website during the online Bid Preparation stage:

Submission 1: Technical Proposal (Qualification)

- i Covering letter, confirming the bid validity of 120 days and all the requested technical proposal annexures
- ii Bid fee payment of Rs. 590/- (Five Hundred Ninety only) document to be paid through Online Payment Modes i.e. Net Banking. during Bid Preparation Stage
- iii The Bid Security (also known as the Earnest Money Deposit (EMD) of Rs 31,100/- (Rupees Thirty One Thousand One Hundred only) to be paid through Online Payment Modes i.e. Net Banking/ e-transfer during Bid Preparation Stage.
- iv Submission of the proposal plan for revenue generation

- v Bid in the prescribed format along with Annexes and supporting documents (Audited Annual reports of last three (03) financial years, tax returns of last three (03) financial years (With CA certificate), VAT/ GST Registration certificate, PAN, Service Tax/ GST Registration certificate. In case the annual accounts for the latest Financial Year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for three (03) years preceding the year for which the audited annual report is not being provided.
- vi Certificates of eligible experience {as per format in Annexure-VI}, any other additional document if required);
- vii CA certificate of positive net worth
- viii CA certificate certifying that bidder is profit making entity
- ix Power of Attorney for signing of Bid in the format at Annexure-III;
- x If applicable, the Power of Attorney for Lead Member of Consortium in the format at Annexure-IV;
- xi If applicable, the Joint Bidding Agreement between the Members of Consortium.
- xii Certified true copy of the incorporation certificate of the Single Entity. In the case of a Consortium, certified true copy of the incorporation certificate of each of the Members of the Consortium; and
- xiii Registration/ incorporation certificate of bidder
- xiv During Online Bid Preparation, apart from the above-mentioned documents, if any need arises to upload additional documents in Submission 1 i.e., Technical Envelope, an option of 'Upload Additional Documents' has been provided in the e-Tendering software which will be available to Bidders during Online Bid Preparation stage.

Submission 2: Financial Proposal

- i The Financial Proposal shall be submitted in the format specified at Annexure VII.
- ii It may be noted that Bids, which do not contain the Financial Proposal as specified above, would be considered as invalid and liable for rejection.
- iii All Interested bidders are required to be enrolled on portal before downloading Bid documents and participate in e-tendering.
- iv Other instructions can be seen in the tender form. All or any one of the Bidders may be rejected by competent authority.

- v The Bidders are requested to familiarize themselves with the use of the e-Tendering portal of Government of Maharashtra well in advance.
- vi Originals must be produced for verification, whenever demanded by Maharashtra Maritime Board.
- vii The Bidder shall not put any counter conditions. Any counter offers as well as any alterations in the work/ scope of work, as specified in the Bid, shall disqualify the Bidder forthwith.
- viii The Bid shall be prepared, signed and submitted only by Firm/ Company/ consortium on whose name the tender documents have been purchased.
- ix If any discrepancies are observed between figures and words in the rates quoted, while evaluating the bid, the rates quoted in words shall supersede the rates quoted in figures.

9. OPENING OF BIDS

- i For the purpose of qualifying under Technical Qualification, the Bidder shall have to demonstrate and meet all Technical Capacity as stipulated under this Bid document. The Financial proposals of only those bidders shall be opened who meet the Technical Capacity as stipulated in the Bid document.
- ii If the Bidder does not meet the minimum Technical Capacity as specified, then the Bidder shall be disqualified from the Bidding Process and their Financial Proposals shall not be opened. Bid Security (EMD) of such Bidder shall be returned.
- iii Incomplete Bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of this notice will be liable to be rejected and Bid Security (EMD) of such Bidder shall be returned.
- iv The Successful bidder whose bid is accepted by Maharashtra Maritime Board shall be given necessary written intimation about acceptance of bid within seven (07) days from the date of acceptance of price bid.

10. PAYMENT SCHEDULE:

- i The successful bidder shall submit performance security @ 02% of Annual Rent to MMB in form of Bank Guarantee as per format attached in this RFP (refer Annexure-XIII) within 07 (seven) days of issuance of LOA.
- ii Payment of annual premium quoted by the successful bidder shall be made in advance of each calendar year. The calendar year for this Service Agreement shall be counted from the date of signing of O & M Service Agreement between the Successful Bidder and Maharashtra Maritime Board and it will be considered as the Financial Operation Date (FOD).

- iii The successful bidder shall have to pay the annual premium within 10 days of signing of O & M Project Agreement/ Financial Operation Date.
- iv MMB shall handover the project site i.e., Kolshet Jetty to successful bidder on “AS IS WHERE BASIS” after signing of the agreement.
- v All taxes/ duties/ levies, etc. and expenses, if any as applicable, shall have to be paid entirely by the Successful Bidder.
- vi The successful bidder shall have to make Payments to MMB as per following schedule:

| | |
|-----------------------|---|
| Bid Fee | Rs. 590/- (including 18%GST) |
| Bid Security/ EMD | Rs. 31,100/- |
| Performance Security | Rs. 62,100 (02% of Annual Rent) |
| Year 1 Annual Premium | Quoted value of Successful Bidder (as per the LoA awarded to Successful Bidder) + GST |
| Year 2 Annual Premium | = Yr 1 Premium + 6% annual increment + GST |
| Year 3 Annual Premium | = Yr 2 Premium + 6% annual increment + GST |

11. DEFAULT

- i In event any premium payment is defaulted the performance security will be forfeited and the Service Agreement shall be terminated by MMB.
- ii In the event of default in annual premium payment to MMB for a period of more than more than Forty-Five (45) days a penal interest of 18% (annual simple interest rate) shall be charged to the O & M Operator. Beyond forty-five (45) days delay MMB may issue a seven (07) day notice period to the O & M Operator in case of default in annual premium payment or any other payment due on MMB. After seven (07) days of the notice, if the payment is not done then the Service Agreement will stand terminated, and the Authority shall be entitled to forfeit and appropriate the performance security.

12. TERMINATION

Maharashtra Maritime Board may terminate the Service Agreement anytime during the period of Service Agreement for any of the below mentioned reasons which would be recorded in the letter of termination.

If the Selected Bidder/ Consortium,

- i In case the Successful Bidder fails in payment of performance security to MMB as mentioned in clause 10 (i) or fails in signing the Service Agreement as mentioned in clause 6 (B) viii & ix the EMD, Performance Security and subsequent payment made if any by the Successful Bidder

will automatically stand forfeited. In addition to such forfeiture as stated above the defaulting Bidder should not be allowed to take part in any of the Bids which may be held by MMB for next 10 years.

- ii** MMB may issue a seven (07) day notice period to the O & M Operator in case of default in annual premium payment or any other payment due on MMB for more than Forty-Five (45) days. After seven (07) days of the notice, if the payment is not done then the Service Agreement will stand terminated, and the Authority shall be entitled to forfeit and appropriate the performance security.
- iii** Do not abide to clauses 1.2 of this RFP
- iv** Has abandoned the Service Agreement
- v** Has found indulged or doing revenue generation from any other source beyond the permitted activities listed as eligible source of revenue and scope of work of this RFP.
- vi** Has failed to maintain the performance standards set by MAHARASHTRA MARITIME BOARD the review shall be done on monthly basis.
- vii** Has failed to rectify the defects and deficiencies pointed out by the Maharashtra Maritime Board within the time limit set forth for rectifying such defects and deficiencies
- viii** Has neglected or failed to observe and perform or breach any of the terms, acts, matters or things under this Service Agreement to be observed and performed by the O & M Operator.
- ix** Has acted in any manner to the detrimental interest, reputation, name or prestige of MAHARASHTRA MARITIME BOARD.
- x** Has become untraceable.
- xi** Has been declared insolvent/ bankrupt.
- xii** Has violated terms and conditions of this Service Agreement and/ or has committed breach of terms of Service Agreement in best judgment of MAHARASHTRA MARITIME BOARD.
- xiii** The Service Agreement shall also stand terminated if any winding up proceedings are initiated against the Bidder/ consortium members
- xiv** When the Service Agreement is terminated by Maharashtra Maritime Board for all or any of the reasons mentioned above the Company/ Consortium etc. shall not have any right to claim any compensation on account of such termination. On termination of such Service Agreement, Maharashtra Maritime Board shall have the right to appropriate the Performance Security towards the amounts due and payable by the Company/ Consortium/ O & M Operator, etc. as per the conditions of Service Agreement and return to the Bidder/ Operator excess money if any, left over.

13. FRAUD AND CORRUPT PRACTICES

13.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Service Agreement. Notwithstanding anything to the contrary contained herein, in the LoA, the Service Agreement, the Authority as the case may be may reject a Bid, withdraw the LoA, or terminate the Service Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Lessee, as the case may be, if it determines that the Bidder or Lessee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security (EMD) and/or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Service Agreement or otherwise.

13.2 Without prejudice to the rights of the Authority under Clause 13.1 hereinabove and the rights and remedies which the Authority may have under the LoA or the Service Agreement, or otherwise, if a Bidder or Lessee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Service Agreement, such Bidder or Lessee shall not be eligible to participate in any Bid or RFP issued by any Department or Undertaking of Government of Maharashtra during a period of 02 (two) years from the date such Bidder or Lessee, as the case may be, is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

13.3 For the purposes of this Clause 13.2, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Service Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 01 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;
- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.

- c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

14. DISPUTE RESOLUTION

All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Bid and consequent Service Agreement or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at Mumbai unless otherwise agreed by Maharashtra Maritime Board.

14.1 Amicable Resolution

14.1.1 Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non-completion of the Agreement between the Parties and so notified in writing by either Party to the other (the “Dispute”) in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth below.

14.1.2 Either Party may require the Dispute to be referred to the Chief Executive Officer (CEO), MMB for amicable settlement. Upon such reference, both the Parties and the CEO, MMB shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions of clause 14.2 below.

14.2 Arbitration

14.2.1 Arbitrator

In the event of any dispute arising between the Parties in relation to or under this Service

Agreement, the same shall be settled by arbitration conducted by an arbitration tribunal consisting of three arbitrators, one to be appointed by each Party and the third arbitrator being appointed by the two arbitrators so appointed. The decision of the arbitration tribunal shall be final and binding.

14.2.2 Place of Arbitration

The place of arbitration shall be Mumbai, Maharashtra.

14.2.3 Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

14.2.4 Procedure

The procedure to be followed within the arbitration/arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

14.2.5 Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

14.2.6 Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

14.2.7 Performance during Arbitration

Pending the submission of and/ or decision on a Dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

15. MISCELLANEOUS

15.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the High court of Maharashtra shall have exclusive jurisdiction over all disputes arising

under, pursuant to and/ or in connection with the Bidding Documents and/or the Bidding Process.

15.2 The Authority, in its sole discretion and without incurring any obligation or liability or assigning any reason, reserves the right, at any time, to:

- i** suspend, withdraw and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
- ii** consult with any Bidder in order to receive clarification or further information.
- iii** retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder;
- iv** independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder
- v** amend, modify or reissue the Bidding Documents or any part thereof;
- vi** to accept or reject any or all of the Bids; and/or
- vii** Include additional evaluation criteria or to modify the eligibility criteria for the further short-listing of person for issue of the Bidding Documents during the Bidding Process.
- viii** to consider any variation in the Bid submitted by the Bidder provided such variation is as per the project scope, project structure and as per the terms and conditions of the RFP

15.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

16. APPLICABLE LAW

The Service Agreement arising out of this Bid shall be interpreted in accordance with the Law of Union of India in Mumbai Jurisdiction only.

17. INSPECTION AND RULES FOR OPERATION AND MAINTENANCE OPERATIONS

(A) Visual Inspection

Regular supervision will be conducted by the local port inspector and if any breach or violation found against the terms and conditions of this Bid Document (RFP) or as laid in the Service Agreement, it shall immediately bring in notice of CEO, MMB for appropriate action.

(B) Rules of Operation

The Successful Bidder shall observe the following rules of operations.

- i Ensure that all its employees wear uniform for identifying themselves clearly as employees of the successful bidder. The purpose of this rule is to distinguish Bidder's staff from MAHARASHTRA MARITIME BOARD employees or state government employees.
- ii Not allow its employees, agents or guests to create a disturbance that could be disruptive to the public's use of the Jetty & Parking area.
- iii Cooperate with the employees of MAHARASHTRA MARITIME BOARD.
- iv Designate a person and backup person who shall be responsible for the operation activities of the successful bidder under the Agreement that shall be executed.
- v Ensure that its employees or agents do not engage in activities, which could lead a member of the public to believe they are state government employees or agents.
- vi Report to MAHARASHTRA MARITIME BOARD in a timely manner any significant problems its employees or agents observe in the project.
- vii The list of employee details of the Bidder/ Operator who will be manning the jetty and parking area should be submitted to Regional Port Officer, MMB, Mora Group of Ports, Thane. If any changes in the submitted employee details, shall be intimated to the Authority (MMB) in writing within three (03) working days.
- viii In the event of any cultural activity/ function, the area for conducting such event should be specified by operator. A Minimum of 20% land within the project Service Agreement land should be opened and allowed for general public for use of pathway / Roadway/ approach towards Jetty.
- ix At the time of conduct of event, no obstruction/ hindrance should be created on the pathway/ approach meant for the general public towards jetty by the successful bidder.
- x The successful bidder shall not hamper/ obstruct or create any hinderance to **Public Transport and associated activities or facilities at Kolshet Jetty. MMB reserves the discretionary power** to take any decision or activity related to Public Transport and related facilities in Kolshet Jetty.

18. MAINTENANCE

- a) The whole premise as per the layout plan should be maintained by the O & M Operator (Successful Bidder) as per relevant industries best practices.
- b) The Successful Bidder/ Consortium shall procure his own necessary tools and plants, machinery and material as required.

Annexure – I (Letter of Bid- Technical)

(On letter head of the Bidder)

To

Chief Executive Officer (CEO),

Maharashtra Maritime Board (MMB) Indian Mercantile Chambers,
3rd Floor, Ramjibhai Kamani Marg, Ballard Estate, Mumbai - 400001.

**Subject: OPERATION AND MAINTENANCE OF KOLSHET JETTY AND PARKING FACILITY AT VASAI
CREEK IN THANE DISTRICT, MAHARASHTRA**

Sir,

1. Being duly authorized to represent and act for and on behalf of _____ (herein the Bidder), and having studied and fully understood all the information provided in this Bid Document, I _____ the undersigned hereby apply as a Bidder for the “OPERATION AND MAINTENANCE OF KOLSHET JETTY AND PARKING FACILITY AT VASAI CREEK IN THANE DISTRICT” according to the terms and conditions of the offer made by Maharashtra Maritime Board.
2. Maharashtra Maritime Board is hereby authorized to conduct any inquiries/ investigation to verify the statements, documents and information submitted in connection with the Bid.
3. This Bid is made with full understanding that:
 - a. MAHARASHTRA MARITIME BOARD reserves the right to reject or accept any Bid, modify/ cancel the bidding process, and/or reject all or any of the Bids.
 - b. MAHARASHTRA MARITIME BOARD shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.
 - c. In case our offer is accepted and if we fail to pay the amount in the manner specified by MAHARASHTRA MARITIME BOARD, the amount of Earnest Money and any further installments paid by us under this offer shall stand absolutely forfeited by MAHARASHTRA MARITIME BOARD.
4. I, the undersigned do hereby declare that the statements made, and the information provided in the duly completed Bid forms enclosed are complete, true and correct in every aspect.

5. We have read the terms and conditions of the offer detailed in the Bid Notice and are willing to abide by them unconditionally.
6. The offer made by us is valid for 120 days from the Bid Submission Date. We understand that MAHARASHTRA MARITIME BOARD may require us to extend the validity of the bid for such period as may be determined by MAHARASHTRA MARITIME BOARD at its discretion.

Name: _____

For and on behalf of _____

(Name of Bidder)

Annexure – II Details of Bidder

[On the letter head of the Single Entity/Members of Consortium]

Original or copy No:

Dated:

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business (Please provide a true copy of the incorporation certificate):
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in [this/these Project(s)]:
3. Details of individual(s) who will serve as the point of contact/communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone number:
 - (f) E-Mail Address:
 - (g) Fax number:
4. Particulars of the authorized signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone number:
 - (e) Fax number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2 . 3 . 2 should be attached to the Bid.

- (c) Information regarding role of each Member should be provided as per table below:

| S No. | Name of Member | Role* {Refer Clause Error! Reference source not found. } | Percentage of equity in the Consortium {Refer Clause 2.3.2} |
|-------|----------------|---|---|
| 1. | | | |
| 2. | | | |

*The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-III.

- (d) The following information shall also be provided by Bidder/for each Member:

Name of Bidder/ member of Consortium:

| No | Criteria | Yes | No |
|----|--|-----|----|
| 1. | Has the Bidder/constituent of the Consortium been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project (BOT or otherwise). | | |
| 2. | If the answer to 1 is yes, does the bar subsist as on the date of Bid? | | |
| 3. | Has the Bidder/constituent of the Consortium paid liquidated damages of more than 5% (five percent) of the Service Agreement value in a Service Agreement due to delay or has been penalized due to any other reason in relation to execution of a Service Agreement, in the last two years? | | |

6. A statement by the Bidder and each of its Members (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):

Annexure-III -Power of Attorney for signing of Bid

Know all persons by these presents, We _____ (name of the company) incorporated under the laws of India and having its registered office at [_____] "Company" do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), _____ son/ daughter/ wife of _____ and presently residing at _____, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for **OPERATION AND MAINTENANCE OF KOLSHET JETTY AND PARKING FACILITY AT VASAI CREEK IN THANE DISTRICT, MAHARASHTRA** pursuant to the Bid document dated [_____] ("Bid") issued by the Maharashtra Maritime Board (the "Authority") and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all Service Agreement including the License Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/ or till the entering into of the License Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Capitalized terms not defined herein shall have the meaning assigned to them under the Bid document.

IN WITNESS WHEREOF,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20____

For
(Signature)

(Name, Title and Address) Witnesses:
(Notarized) Accepted
(Signature)

(Name, Title and Address of the Attorney)

Annexure – IV: Power of Attorney for Lead Member

(In case of Consortium)

Whereas the Authority has invited proposals from interested parties for **OPERATION AND MAINTENANCE OF KOLSHET JETTY AND PARKING FACILITY AT VASAI CREEK IN THANE DISTRICT, MAHARASHTRA**

Whereas, _____, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bid document and other connected documents in respect of the Project, and

Whereas, it is necessary under the Bid document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT.

We, M/s. _____ (Lead Member), M/s _____ and M/s _____ (the respective names and addresses of the registered office) do hereby designate M/s. _____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with the Authority, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the License Agreement is entered into with the Authority.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts’ deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the _____ day of _____, 20____

(Executants)

Annexure – V Joint Bidding Agreement (for Consortium)

(Refer Clause 1.3, 4 (B), 5 (ii) & (iii) and 8.2 Submission 1 (xi) of the RFP)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the _____ day of 20 ____ (the Agreement”)

AMONGST

1. { _____ Limited, a company incorporated under the (Indian) Companies Act, _____ } and having its registered office at _____ (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns).

AND

2. { _____ Limited}, a limited liability company incorporated under the (Indian) Companies Act, _____ } and having its registered office at _____ (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns).

AND

3. { _____ Limited}, a limited liability company incorporated under the (Indian) Companies Act, _____ } and having its registered office at _____ (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above-mentioned parties of the FIRST, SECOND and, THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS,

¹ A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

² The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (Three)

The Maharashtra Maritime Board, represented by its Chief Executive Officer and having its principal offices at _____ (hereinafter referred to as “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids by its Request for Proposal No. _____ dated _____ (the “RFP”) for qualifying and selecting bidders for Bid for OPERATION AND MAINTENANCE OF KOLSHET JETTY AND PARKING FACILITY AT VASAI CREEK IN THANE DISTRICT, MAHARASHTRA.

- A. The Parties are interested in jointly bidding for the Project as members of a Consortium (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and
- B. It is a necessary condition under the RFP that the members of the Consortium shall enter into a joint bidding agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for the Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below.

- a) Party of the First Part shall be the lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Service Agreement when all the obligations of the Consortium shall become effective.
- b) Party of the Second Part shall be _____ {the Technical Member of the Consortium}
- c) Party of the Second Part shall be _____ {the Technical Member of the Consortium}

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP, the Service Agreement and for the performance of the Lessee's obligations under the Service Agreement.

5. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) such Party is duly organized, validly existing and in GoM standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- b) the execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of Consortium is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained.
 - ii. violate any applicable law presently in effect and having applicability to it.
 - iii. violate the memorandum of association and articles of association, by-laws or other applicable organizational documents thereof.
 - iv. violate any clearance, permit, License, grant, Lessor other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or any other encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Service Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Successful Bidder, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

7. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1. _____

2. _____

Notes:

1. The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of Consortium.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Annexure- VI Details of the Eligible Experience

Project Code:

Member Code:

| Item | Refer Instruction | Particulars |
|---|-------------------|-------------|
| Title of the project | | |
| Nature of the project | 5 | |
| Entity for which the project was constructed/ developed/ maintained | 6 | |
| Location | | |
| Date of commencement of project/ Service Agreement | 7 | |
| Date of completion/ commissioning | 8 | |
| Date of start of operations and end of operations | 9 | |
| Equity shareholding (with period during which equity was held) | 10 | |

Instructions:

1. Bidders are expected to provide information of Eligible Project in this Annex. The project cited must comply with the eligibility criteria specified. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, O&MM means Operation & Maintenance Member; and OM means Other Member.

4. Particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided.
5. The date of commencement of the project must be mentioned.
6. The date of commissioning of the project, upon completion, should be indicated.
7. The date of start of operation and maintenance as well as date of completion of operation and maintenance should be indicated.
8. The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which experience is claimed, needs to be given
9. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
10. Certificate from the Bidder's statutory auditor or its respective clients must be furnished for each Eligible Project. In case of applicants that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member may provide the requisite certification.
11. It may be noted that in the absence of any detail in the above certificate, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Technical Capacity.

Annexure – VII Financial Proposal

Particulars of Bid

I/WE AGREE TO PAY FOLLOWING ANNUAL PREMIUM TO MAHARASHTRA MARITIME BOARD FOR “OPERATION AND MAINTENANCE OF KOLSHET JETTY AND PARKING FACILITY AT VASAI CREEK IN THANE DISTRICT, MAHARASHTRA.

| Amount of Annual Premium (in figures) | Amount of Annual Premium (in words) |
|--|--|
| | |

WE FURTHER ACKNOWLEDGE AND AGREE THAT:

1. In case our offer is accepted and if we fail to pay the amount in the manner specified by MAHARASHTRA MARITIME BOARD, the amount of Earnest Money and any further installments paid by us under this offer shall stand absolutely forfeited by MAHARASHTRA MARITIME BOARD.
2. This offer is valid for a period of 120 days from the Bid Submission date or such extended date as may be determined by MAHARASHTRA MARITIME BOARD.
3. I/ We have read and understood the terms and conditions of the Bid notice and documents and hereby unequivocally and unconditionally accept the same.
4. The decision of MAHARASHTRA MARITIME BOARD concerning this transaction shall be final and binding on us.

We hereby declare that the information stated hereinabove is complete and correct and any error or omission therein, accidental or otherwise, will be sufficient justification for MAHARASHTRA MARITIME BOARD to reject our Bid and/ or to cancel the award of Service Agreement of the plot and waterfront.

Signature of the Authorized Signatory of the Bidder Full Name
Designation (as applicable)

Name of the Company (as applicable) Address
Date

Annexure - VIII Format for Declaration by the bidder for not being Blacklisted/ Debarred

[On letter head of the bidder]

Date: dd/mm/yyyy

To,

Sub: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

Ref: Bid No: <No> Dated <DD/MM/YYYY>

Dear Sir,

I/ We, the undersigned, herewith declare that my/our company _____ (name of the firm) has not been debarred / blacklisted by Central or any State Government department in India as on the date of submission of the bid.

Thanking you, Yours faithfully,

Signature of Authorized

Signatory (with official seal) Date:

Name:

Designation:

Address:

Telephone & Fax

E-mail address:

Annexure- IX Format for Declaration of No Deviation from the RFP Requirements

[On letter head of the bidder]

Date: dd/mm/yyyy

To,

Sub:

Ref: Bid No: <No> Dated <DD/MM/YYYY>

Dear Sir,

I/ We would like to herewith state that in the proposal submitted by M/s. -----, there are no deviations from the RFP Requirements/ Terms & Conditions. The entire work shall be performed as per the project requirements.

Yours faithfully,

Signature of Authorized Signatory (with official seal) Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Annexure- X Details on Incorporation / Registration of firm/entity.

| |
|---|
| 1. Bidder's Legal Name |
| 2. Bidder's actual or intended Country of Registration: |
| 3. Bidder's Year of Registration: |
| 4. Bidder's Legal Address in Country of Registration: |
| 5. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address: |
| 6. Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1 Note: Please note that a written authorization needs to be attached to this sheet |

Annexure- XI -Declaring positive net worth

| Financial information in INR | Historic information for previous _____ years | | | | | | |
|--|---|--------|--------|----------|-----------|------|------------|
| | Year 1 | Year 2 | Year 3 | Year ... | Year... n | Avg. | Avg. Ratio |
| Information from Financial Statements | | | | | | | |
| Total Assets (TA) | | | | | | | |
| Total Liabilities (TL) | | | | | | | |
| Net Worth (NW) | | | | | | | |
| Current Assets (CA) | | | | | | | |
| Current Liabilities (CL) | | | | | | | |
| Information from Income Statement | | | | | | | |
| Total Revenue (TR) | | | | | | | |
| Profits Before Taxes (PBT) | | | | | | | |
| | | | | | | | |

CA's Registration Number with Seal sign

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- a) Historic financial statements must be audited by a certified accountant
- b) Historic financial statements must be complete, including all notes to the financial statements
- c) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Annexure – XII

Format for submission of CA Certificate – declaration of turnover for the 3 years

[On letter head of the CA]

Date: dd/mm/yyyy

To,

Sub:

Ref: Bid No: <No> Dated <DD/MM/YYYY

Dear Sir,

| Annual turnover data (O&M only) | | |
|---------------------------------|---------------------|-----|
| Year | Amount and Currency | INR |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

****Average Annual O&M Activities Turnover***

****Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in RFP***

CA's Registration Number with Seal & Sign

Annexure – XIII Performance Bank Guarantee Format

To,
The Chief Executive Officer,
Maharashtra Maritime Board,
2nd floor, Indian Mercantile Chambers,
14, Ramjibhai Kamani Marg, Ballard Estate,
Mumbai- 400 001.

The “**Maharashtra Maritime Board (MMB)**” (hereinafter referred to as “**MMB**”, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has been awarded the “Letter of Award” (LoA) as Successful Bidder to signed the Service Agreement with M/s _____ on _____, for granting OPERATION AND MAINTENANCE OF KOLSHET JETTY AND PARKING FACILITY AT VASAI CREEK IN THANE DISTRICT, MAHARASHTRA, on the terms and conditions contained in the Bid Document (RFP) No. _____ and/ or in the Service Agreement.

In consideration of MMB having awarded Letter of Award (LoA) to M/s _____ for OPERATION AND MAINTENANCE OF KOLSHET JETTY AND PARKING FACILITY AT VASAI CREEK IN Thane District for a period of 03 (three) Years under the terms and conditions contained in the Bid Document (RFP) No. _____ and/ or in the Service Agreement, the Performance Security is to be issued for a sum of Rs. 62,100/- (Rupees Sixty Two Thousand One Hundred only) equivalent of 02% of Annual Rent for due fulfillment by M/s _____ of the terms of Clause 3.2 contained in the said Bid Document (RFP) No. _____, we _____ (*Bank Name*) _____ (hereinafter referred to as “**the Bank**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), at the request of M/s _____, are issuing this Performance Security.

We, _____ (*bank*) _____ having registered office at _____, do hereby guarantee and undertake to pay the amounts due and payable under this Performance Security by reason of breach of the terms and conditions contained in the said Bid Document (RFP) No. _____ and/ or in the Service Agreement or by reason of M/s _____ failure to perform the Service Agreement. Any such demand made on the bank by MMB shall be conclusive as regards the amount due and payable by the Bank under this Performance Security. However, our liability under this Performance Security shall be restricted to an amount not exceeding Rs. 62,100/- (Rupees Sixty Two Thousand One Hundred only) equivalent of 02% of Annual Rent.

We, _____ (*bank*) _____ further agree with the MMB that MMB shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Service Agreement or to extend time of performance by M/s _____ from time to time or to postpone for any time or from time to time any of the powers exercisable by the MMB against M/s _____ and to forbear or enforce any of the terms and conditions relating to the Service Agreement and we shall not be relieved from our liability by reason of any such variation, being granted to M/s _____ or for any forbearance, act or omission on the part of MMB or any indulgence by the MMB to M/s _____ or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or M/s

_____.

We, _____ (*bank*) _____ *lastly* undertake not to revoke this Performance Security during its currency except with the prior consent of the MMB, in writing.

“Notwithstanding anything contained herein

- i) Our Liability under this Performance Security shall not exceed Rs. 62,100/- (Rupees Sixty Two Thousand One Hundred only) equivalent of 02% of Annual Rent.
- ii) This Performance Security shall be valid up to _____.
- iii) We are liable to pay the Performance Security amount or any part thereof under this Performance Security only and only if MMB serves upon us a written claim or demand, on or before _____”.
- iv) We Undertake to pay Client/ MMB on demand without any demur the entire amount of Performance Security amount, within 72 hours of demand/ claim notwithstanding any claim/ dispute raise by the successful bidder in any suit/ proceedings filed in any court or Tribunal or pending arbitration relating thereto.

Date:

(Signature of the Authorized Official)

Place:
The

(Name and Designation with Bank Stamp)

(Affidavit on Rs.500/- Bond paper)

I _____ age _____ address _____
(Authorized signatory to sign the Service Agreement), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm _____ / authorized signatory and I am submitting the documents in envelope no. 1 for the purpose of scrutiny of the Service Agreement. I hereby agree to the conditions mentioned below: -

1. I am liable for action under Indian Penal Code for submission of any false/ fraudulent paper / information submitted in envelope no.1.
2. I am liable for action under Indian Penal Code if during Service Agreement period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.
3. I am liable for action under Indian Penal Code if any paper is found false / fraudulent during Service Agreement period and even after the completion of Service Agreement (finalization of final bill)

**(Signature of Successful Bidder)
(seal of company)**

INDEMNITY BOND

(To be executed on a non-judicial stamp paper of Rs. 500/-)

THIS INDEMNITY executed this _____ day of _____, _____ in favor of Maharashtra Maritime Board The Maharashtra Maritime Board, represented by its Chief Executive Officer and having its principal offices at _____ (hereinafter referred to as “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids by its Request for Proposal No. dated (the “RFP”) for qualifying and selecting bidders for Bid for OPERATION AND MAINTENANCE OF KOLSHET JETTY AND PARKING FACILITY AT VASAI CREEK IN THANE DISTRICT, MAHARASHTRA., hereinafter referred to as ‘MMB/Indemnified’ which expression unless excluded by or repugnant to the context shall mean and include its successors, assigns of the ONE PART; By M/S _____, a sole Proprietorship Firm/Partnership Firm/Company registered under the Companies Act, _____ having its Registered Office at _____ hereinafter referred to as the ‘Indemnifier’ which expression unless excluded by or repugnant to the context shall mean and include his/ their/ its heirs, representatives, administrators, assigns of the OTHER PART.

WHEREAS MMB/ Indemnified is selecting bidders for OPERATION AND MAINTENANCE OF KOLSHET JETTY AND PARKING FACILITY AT VASAI CREEK IN THANE DISTRICT, MAHARASHTRA by mode of open Tender/ Bidding.

AND WHEREAS the Indemnifier being willing had authorized MMB/Indemnified in writing for OPERATION AND MAINTENANCE OF KOLSHET JETTY AND PARKING FACILITY AT VASAI CREEK IN THANE DISTRICT, MAHARASHTRA in case of default at Indemnifier’s end.

AND WHEREAS at such request of the Indemnifier, MMB/Indemnified has agreed to Operate and Maintain Kolshet Jetty at Vasai Creek in Thane District of Maharashtra to the Indemnifier subject to Indemnity provided herein by the Indemnifier in favor of MMB, the Indemnified herein on terms hereunder stated: -

- i The Bidder shall be responsible for any loss/ damage to all structures and properties belonging to Maharashtra Maritime Board/ Government of Maharashtra and if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Bidder, his employees, agents, representatives, or subcontractors. Operator after the award of Service Agreement shall on its own expenses take out the required insurance and on request of MMB shall submit the same to the MMB.

- ii MAHARASHTRA MARITIME BOARD will have absolutely no liability whatsoever concerning the employees of the Bidder. The Bidder shall indemnify MAHARASHTRA MARITIME BOARD against any loss or damage or liability arising out of or in the course of the Bidder employing persons or in relation with the Bidder's employees.
- iii The Operator shall at all times, i.e. during the Total Service Agreement Period and at any time thereafter, defend, indemnify and hold the Authority harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of Service Agreement, death or injury to person or injury to property, or other tort claims) and expenses (including costs incurred in defending itself in court proceedings) arising out of or relating to the breach by Operator of any covenant representation or warranty or from any act or omission of the Operator or his agents, employees or sub-contractors.
- iv The Indemnity being these presents in favor of MCL shall remain valid and in full force and effect from the date _____ and shall accrue to MMB, its officials, employees and Agents for all acts lawfully done or caused to be done by MMB in Operation and Maintenance of Kolshet Jetty at Vasai Creek in Thane District of Maharashtra to the Indemnifier.
- v Disputes, if any arising out of this Indemnity shall be treated and addressed as per Clause 14 and sub sections thereof.

The Indemnifier agrees, accepts and confirms aforesaid.

IN WITNESS WHEREOF the Indemnifier herein has set his/their/its hands and seal on the date, month and year above first written.

(INDEMNIFIER)

IN PRESENCE OF WITNESSES:

1.

2.

Annexure- XVI Revenue generation resources

1. Name of the work: OPERATION AND MAINTENANCE OF KOLSHET JETTY AND PARKING FACILITY AT VASAI CREEK IN THANE DISTRICT, MAHARASHTRA
2. MAHARASHTRA MARITIME BOARD has developed KOLSHET JETTY, AT VASAI CREEK IN THANE DISTRICT, MAHARASHTRA.

MAHARASHTRA MARITIME BOARD intends to appoint O&M contractor to operate and maintain facility premises including all civil, electrical, mechanical, and horticulture infrastructure through private participant, who will be allowed to generate revenue through predetermined sources. Contractor has to incur expenditure on operation and maintenance of facilities in premises from revenues generated by him and to pay Annual Premium during contract period. Period of contract concession shall be of **3 years, which can be further extendable to 2 years with prior permission from MMB.**

3. REVENUE GENERATION SOURCES.

Contractor is permitted to generate revenue from following sources.

- i. Advertisement hoardings:- **Advertising Boards as per MMB guidelines** (Location and sizes of Advertising Boards shall be pre-determined by MAHARASHTRA MARITIME BOARD) company/ consortium etc. should familiarize himself with the applicable laws and permissions/ clearances required as well as relevant orders of the supreme court of India and Mumbai High court in respect of display of advertisements
- ii. Temporary structures such as stalls and cafeteria, car parking etc. The location and plan of stalls and cafeteria shall be made available to MMB Office and should be approved from MMB.
- iii. Events and Cultural activities
- iv. Advertisement

Construction of permanent structure is not allowed. For construction of temporary structures MCZMA and CRZ guidelines should be followed.

4. INSPECTION AND RULES FOR OPERATION AND MAINTENANCE OPERATIONS

i. Visual Inspection

Regular supervision will be conducted by the local port inspector and junior engineer jointly.

ii. Rules of Operation

The Contractor shall observe the following rules of operations.

- a) Ensure that all its employees wear uniform for identifying themselves clearly as employees of the contractor. The purpose of this rule is to distinguish Bidder's staff from MAHARASHTRA MARITIME BOARD employees or state government employees.
- b) Not allow its employees, agents or guests to create a disturbance that could be disruptive to the public's use of the chowpatty area.
- c) Cooperate with the employees of MAHARASHTRA MARITIME BOARD.
- d) Designate a person and backup person who shall be responsible for the operation activities of the contractor under the Agreement that shall be executed.
- e) Ensure that its employees or agents do not engage in activities, which could lead a member of the public to believe they are state government employees or agents.

- f) Report to MAHARASHTRA MARITIME BOARD in a timely manner any significant problems its employees or agents observe in the project.

5. MAINTENANCE

Everything should be maintained by company/ consortium/Individual, without MMB's support