



## **MUMBAI PORT TRUST**

### **MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT**

**TENDER No. MEED 03/2017**

**GRANT OF LICENSE FOR DEPLOYMENT OF  
FLOATING DRY DOCK AT 7, INDIRA DOCK,  
MUMBAI PORT**

**First Cover**

#### **QUALIFICATION BID**

CHIEF MECHANICAL ENGINEER  
NIRMAN BHAVAN, 5<sup>TH</sup> FLOOR  
N. V. NAKHWA MARG, MAZGAON,  
MUMBAI – 400 010.  
Tel. No. (022) 6656 6504  
Fax. No. 91-022-2374 4277  
www.mumbaiport.gov.in  
e-mail : cme@mbptmail.com

#### **IMPORTANT NOTE**

**At any time, prior to the last date for submission of tender, MbPT may modify the tender document by issuance of amendment(s). Any amendments including the dates, venue, corrigendums, clarifications to pre-bid queries, etc. shall be posted on the website of the MumbaiPort Trust ( [www.mumbaiport.gov.in](http://www.mumbaiport.gov.in) ) and the CPP Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in) ). Separate newspaper advertisement may not be issued. The tenderers are requested to keep themselves informed of the development by visiting the said websites regularly. Such amendment(s) shall be binding upon them.**

**MUMBAI PORT TRUST**

**MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT**

TENDER NO.: MEED.03/2017

**GRANT OF LICENSE FOR DEPLOYMENT OF FLOATING DRY DOCK  
AT 7, INDIRA DOCK, MUMBAI PORT**

<b>CONTENTS OF TENDERING DOCUMENTS</b>	<b>ACTION BY BIDDER</b>
<b>FIRST COVER (Qualification Bid)</b>	
Notice Inviting Tender (NIT)	Read carefully and Comply
Request for Proposal	Read carefully, Comply and Upload Digitally Signed Document
Pre-Qualification Criteria (PQC) <i>RFP Clause no. 5</i>	Upload Digitally signed PQC documents
License Agreement	Read carefully, Comply and Upload Digitally Signed Document
INSTRUMENT TOWARDS BID SECURITY AND TENDER FEE	Upload Digitally signed documents
SIGNED INTEGRITY PACT	Upload Digitally signed document
<b>SECOND COVER (Selection Bid)</b>	
Bill of Quantities (BOQ)	Fill and Upload Digitally signed Scanned Document

# **SECTION - I**

## **NOTICE INVITING TENDER**

**(NIT)**

**MUMBAI PORT TRUST**  
**Mechanical & Electrical Engineering Department**

**TENDER NO. MEED.03/2017**

**GRANT OF LICENSE FOR DEPLOYMENT OF FLOATING DRY  
DOCK AT 7, INDIRA DOCK, MUMBAI PORT**

**NOTICE INVITING TENDER (NIT)**

1. Online e-Tenders are invited by the Mumbai Port Trust [hereinafter referred to as 'Licensor' or 'MbPT'] from reputed dry-dock owner/ operator of a dry dock, ship-repairer, ship builder for executing the work of Grant of License for Development of Floating Dry Dock at 7, Indira Dock, Mumbai Port, under two cover system, the first cover containing technical information and second cover containing the price bid. The reserve price for annual license rent is ₹271.65 Lacs (Rupees Two hundred seventy-one lacs and sixty-five thousands)

**BRIEF SCOPE:**

**1. Introduction**

- 1.1 **MUMBAI PORT TRUST ("Licensor")**, a statutory body existing under the provisions of the Major Port Trusts Act, 1963, proposes to grant license ("**License**") for the deployment of the floating dry dock for the performance of the ship repair services ("**Services**") at Berth No. 7, Indira Dock, Mumbai Port for a period of 5 (five) years on the basis of highest annual License Rent offered, by inviting in e-tender cover offers in two cover system from eligible bidders strictly as per the terms and conditions contained herein. The said term of License shall be subject to extension by a period of 5 (five) years ("**Extended Term**") in accordance with the terms of the Contract. The Licensor may issue the fresh bidding documents for the revised license rent and the Selected Bidder will have a first right to match the highest bid.
- 1.2 Subject to the applicable laws, the Licensor will allot an area admeasuring of 3,250 [(50 x 50) + (50 x 15)] sq. mtrs. adjacent to Berth No. 7, Indira Dock and water area of 3,300 sq. mtrs. at 7 Indira Dock, totalling to land + water area of 6,550 sq. mtrs. At Berth No. 7, Indira Dock, Mumbai Port (collectively, the "**Site**") to the Selected Bidder, only for the purposes of the performance of the Services (i.e. ship repair activities). Any change or deviation in the usage plan of the Site will not be permitted. The Site will be allotted for the purpose of ship repair activities on 'as is where is' basis.
- 1.3 The Licensor now invites the interested dry-dock owner, operator, ship repairer, ship builder, ship management company and ship owners meeting the Minimum Eligibility Criteria ("**Bidder**") to participate in the Bidding Process, either individually or as a consortium. The Licensor seeks to qualify and select a Bidder for the grant of the License through a single stage two cover system based

competitive bidding process. All Bids will be prepared and submitted in accordance with such terms on or before the date mentioned under the Bidding Process and Schedule contained herein above ("**Bid Due Date**").

- 1.4 The allotment will be made to the Bidder qualifying all the terms and conditions set out in this Bidding Documents and quoting the highest rate of the License Rent in its second e-tender cover, i.e., financial bid, shall be eligible for selection ("**Selected Bidder**") by the Licensor for the grant of License.
- 1.5 The Contract sets forth the detailed terms and conditions for the grant of License of the Site for the performance of the Services. Pursuant to the grant of the License, the Selected Bidder will be authorized to equip, operate, manage and maintain the Site under the applicable laws only for the purposes of the performance of the Services.
- 1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Selected Bidder as set forth in the Contract or the Licensor's rights to amend, alter, change, supplement or clarify the scope under the Contract, to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account will be entertained by the Licensor.
- 1.7 The Licensor will receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP, as modified, altered, amended and clarified from time to time by the Licensor (collectively the "**Bidding Documents**").
- 1.8 The Bidders will observe highest standards of ethics during and after the Bidding Process and at all times during the existence of the Contract, and further shall not indulge in any fraudulent, coercive, collusive, undesirable or restrictive practice. The Bidders shall not misrepresent any fact in order to influence the award of Contract or to the detriment of the Licensor or otherwise. The Bidders shall not design their Selection Bids to establish License Rent at artificial or non-competitive levels or deprive the Licensor of the benefits of free and open competition.

## **2. PROCEDURE FOR OBTAINING TENDERING DOCUMENTS:-**

- 2.1 Tendering document can also be viewed and downloaded from the website of Mumbai Port Trust [www.mumbaiport.gov.in](http://www.mumbaiport.gov.in) and Central Public Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) . The cost of tendering document can be submitted in the form of DD /Banker's Cheque in favour of "The Board of Trustees of the Port Of Mumbai" payable at Mumbai and shall be placed in the cover containing the 'Qualification Bid'. The Tenderer shall clearly mention on the outermost envelope that the envelope containing the tender fee is placed inside. The downloading of the tendering documents shall be carried out strictly as provided on the web site. No editing, addition / deletion of matter shall be permitted. If any discrepancy is noticed

at any stage between the MbPT's document and the one submitted by the tenderer, the MbPT's document shall prevail. The downloading and submission of the tendering document shall be carried out as mentioned in the tendering document and instructions at e-Procurement website <https://eprocure.gov.in>.

- 2.2 The tenderer is responsible to download addendum/ amendments / errata / replies to the queries of the tenderers etc., if any, posted by MbPT on its website or on the e-Procurement website <https://eprocure.gov.in>, before submission of the tendering document. Any shortfall in submissions of the said addendum / amendments / errata / replies to the queries of the tenderers etc. along-with the tender, shall be treated as incomplete and the tender offer shall be rejected.

### **3. PRE-QUALIFICATION CRITERIA:-**

The tenderer must fulfill the following qualifying requirements to consider them eligible for opening the Selection Bid.

- 3.1 Financial Capacity: The Bidder (in case of Consortium, any Member thereof) will have a minimum average turnover ("Financial Capacity") of ₹ 15,00,00,000/- (Rupees Fifteen Crore) as per the audited financial statement in immediate past 3 (three) financial years and have a Net Worth of ₹ 3,00,00,000/- (Rupees Three Crore) in the latest audited financial statement.

- 3.2 Technical Capacity: For demonstrating technical capacity and experience ("Technical Capacity"), the Bidder, if

- a. is a single entity, then, it shall be a:
1. dry-dock owner/ operator of a dry dock, graving or floating or ship lift type of capacity to cater vessels of at least 1000 GRT; or
  2. ship-repairer having repaired at least 2 (two) vessels of not less than 1000 GRT each, in past 7 (seven) years; or
  3. ship builder having built minimum 2 (two) vessels of not less than 1000 GRT each, in past 7 (seven) year; or
- b. is a Consortium, then, the Lead Member shall be any of the entity fulfilling the criteria set forth in 3.2a above, with other Member(s) can be either a:
1. ship owner of a fleet of minimum 2 (two) IMO registered vessels not less than 1000 GRT each; or
  2. ship management company having done operational management of minimum 2 (two) IMO registered vessels not less than 1000 GRT each.

- 3.3 The Bidders will enclose with its Bid, to be submitted as per the format at Appendix I (Formats for Qualification Bid), complete with its Annexes, the following:

- (a) certificate(s) confirming that the Bidder has the Technical Capacity along with supporting documents, including but not limited to the following:
- (i) For dry dock owner – ownership/ chartering/ contract or any other document to prove the Technical Capacity;

- (ii) For ship repairer – work order copies and invoices copies to prove the Technical Capacity;
  - (iii) For ship builder – ship builders’ certificate or any other document to prove the Technical Capacity;
  - (iv) For ship owner – any document to prove ownership of the IMO registered vessel and document to prove consortium with any of the entity above at (i), (ii) or (iii) above, confirming the Technical Capacity;
  - (v) Ship management company – registration certificate as ship management company issued by a statutory authority and document to prove consortium with any of the entity above at (i), (ii) or (iii) above, confirming the Technical Capacity.
- (b) certificate(s) from its statutory auditors specifying the average turnover and Net Worth of the Bidder, over the preceding 3 (three) financial years, and also specifying the Net Worth of the Bidder, as per the requirements for meeting the Financial Capacity;
  - (c) a letter of association from the supplier confirming the availability of the equipment with such supplier if the Bidder is purchasing or chartering any such equipment; and
  - (d) the detailed technical specifications including the year of built, classification society, GA plan, length, LOA, beam, height, minimum and maximum draft, machineries cranes, pumps compressors, winches etc., safety appliances, mode of mobilization and execution with timelines, any other information, and are sufficient to meet the technical requirements set forth in the Contract.

**3.4** If the Bidder is a Consortium, it shall incorporate an appropriate special purpose vehicle (“SPV”) under the Companies Act, for the performance of the Services and shall also comply with the following additional requirements:

- (a) number of Members in a Consortium should be limited to 3 (three), out of whom, at least 1 (one) member shall be ship builder or ship repairer or dry dock owner;
- (b) subject to the provisions of sub clause (a) above, the Bid should contain the information required for each member of the Consortium;
- (c) Members of the Consortium shall nominate 1 (one) Member as the lead member ("Lead Member"), who shall have an equity share holding of at least 51% (fifty one percent) of the paid-up and subscribed equity of the SPV. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format at ANNEXURE D – Power of Attorney for Lead Member of Consortium, signed by all the other members of the Consortium;
- (d) an individual Bidder cannot at the same time be member of a Consortium

for participating in the Bidding Process. Further, a Member of a particular Consortium cannot be Member of any other Consortium participating in the Bidding Process;

- (e) Members of the Consortium shall enter into a binding consortium agreement in the format prescribed in ANNEXURE F – Consortium Agreement for the purpose of submitting the Bid. The Consortium Agreement shall, inter alia:
  - (i) convey the intent of the Members to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Contract and subsequently carry out all the responsibilities as Licensee in terms of the Contract, in case the operatorship to undertake the performance of the Services is awarded to the Consortium;
  - (ii) clearly outline the proposed roles and responsibilities of each Member at each stage;
  - (iii) commit the minimum equity stake to be held by each Member;
  - (iv) commit that the Lead Member (i.e., the Member whose Technical Capacity has been evaluated for the purposes of this RFP) shall subscribe to 51% (fifty one percent) or more of the paid-up and subscribed equity of the SPV and shall further commit that such member shall during the Term (as defined in the Contract Document), hold equity share capital of not less than 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPV in the manner provided in the Contract; and
  - (v) commit that the Member, whose Net Worth has been evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the SPV and shall further commit that such member shall during the Term (as defined in the Contract Document), hold equity share capital of not less than 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPV in the manner provided in the Contract; and
  - (vi) include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations of the Licensee in relation to the performance of the Services until the Effective Date (as defined in the Contract Document) is achieved in accordance with the Contract;
- (f) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Consortium Agreement without the prior written consent of the Authority.

**(Note:** A copy of the Consortium Agreement should be submitted along with the Bid. The Consortium Agreement entered into between the members of the



Consortium should be specific for the performance of the Services and should fulfil the above requirements, failing which the Bid shall be considered non-responsive.)

- 3.5** Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium. The Bidder shall submit self-declaration certificate to this effect.
- 3.6** A Bidder including any Consortium Member thereof should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or the said penalty has been accepted by the Bidder, Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member.
- 3.7** No change in the composition of the Consortium is allowed subsequent to the submission of the Bid during the Bidding Process.
- 3.8** The following conditions will be adhered to while submitting a Bid:
- (a) the Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, the Bidders may format the prescribed forms making due provision for incorporation of the requested information;
  - (b) information supplied by a Bidder (or constituent Member if the Bidder is a Consortium) must apply to the Bidder named in the Bid and not, unless specifically requested, to other associated companies or firms; and
  - (c) the Bidders should demonstrate their capabilities in accordance with Clause 3.1 & 3.2 above;
  - (d) in case the Bidder is a Consortium, each Member should substantially satisfy requirements to the extent specified herein.
- 3.9** While Qualification Bid is open to persons from any country, the following provisions will apply:
- (a) where, on the date of the Bid, not less than 51% (fifty-one percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder is held by persons' resident outside India or where a Bidder is controlled by persons' resident outside India; or
  - (b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 25% (twenty-five percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons' resident outside India, in or of the Bidder;

then, the Qualification Bid of such Bidder or in the event described in sub-clause (b) above, the continued Qualification Bid of the Bidder will be subject to approval of the Licensor from national security and public interest perspective. The decision of the Licensor in this behalf will be final and conclusive and binding on the Bidder. The holding or acquisition of equity or control, as above, will include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Licensor will be guided by the principles, precedents and definitions contained in the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as may be amended from time to time or any substitute thereof, as in force on the date of such acquisition. The Bidder will promptly inform the Licensor of any change in the shareholding, as above, and failure to do so will render the Bidder liable for disqualification from the Bidding Process.

- 3.10** Financial year will, for the purposes of a Bid hereunder, means the Accounting Year (as defined in the Contract Document) followed by the Bidder in the course of its normal business.
- 3.11** The Licensor reserves the right to call for clarifications and/or originals of the supporting documents (where copies have been submitted) for verification, and also cross check the details furnished by the Bidder(s) from any person or entity, as it may deem fit.
- 4.** The Licensor do not bind themselves to accept the highest or any tender and reserve the right to accept any tender in part or to reject any tender.
- 5.** The particulars of the tendering process are as under: -

1.	Reserve Price for Annual License Rent	₹ 271.65 Lacs
2.	Bid Security DD/Banker's Cheque/Bank Guarantee will be accepted.	₹ 30,00,000/- (Rupees Thirty Lakh)
3.	Occurrence of Effective Date	180 (one hundred eighty) days from the date of execution of the Contract Document
4.	Deployment of Floating Dry Dock by the Selected Bidder	90 (ninety) days from the date of occurrence of the Effective Date
5.	Bid Validity	180 (one hundred eighty) days from the date of opening of Qualification Bids
6.	Cost of tendering document	₹ 10,600/- (Rupees Ten Thousand) (Inclusive of VAT)

- 6.** Unless otherwise notified, schedule of dates in the tendering process are as under:

Sr. No.	Particulars	Date
1.	Start Date for release/ download of RFP	03.05.2017
2.	End Date for release/ download of RFP	14.06.2017
3.	Date and time of Pre-Bid meeting	23.05.2017 at 1100 Hrs
4.	Due Date & Time of Submission of i) Online Tender	14.06.2017 at 1500hrs
	ii) Physical submission of bid security and Tender Fee	15.06.2017 at 1500 hrs
5.	Date & Time of Opening of Qualification Bid of the Tender	15.06.2017 at 1530 hrs

7. The tendering documents are **NOT TRANSFERABLE**.
8. A pre-bid meeting will be held at PMTC Hall, 2nd Floor, Bhandar Bhawan, Mazagaon, Mumbai – 400 010, Maharashtra with the representative of the firms who are interested to participate in the tender for clarifying and discussing issues related with the tender. It is preferable that prospective tenderers submit their pre-bid queries in writing to the officer issuing the tender notice well in advance. The representative of tenderer attending the pre-bid meeting shall carry authorization letter on the firm's letter head and a photo identity proof.
9. No tender will be considered which is not made in the prescribed form and which is not accompanied by the bid security and tender fees.
- 10. Tender Submission**
- 10.1 The downloading and submission of Tender Documents shall be carried out as mentioned in the instructions at e-Procurement website <https://eprocure.gov.in>. No editing, addition/deletion of matter shall be permitted.
- 10.2 Although the tender submission is online, original instrument of payment towards tender fees and Bid Security mentioned at RFP shall be put together in a sealed cover along with Signed Integrity Pact and shall be dropped in the appropriate box marked with the tender no. and title of this tender, tenderer's name and address provided for this purpose in the office of the Chief Mechanical Engineer, 6<sup>th</sup> Floor, Nirman Bhavan, Mazgaon, Mumbai 400010 upto 1500 hrs on the due date. The tender will be opened at 15:30 hrs on the due date in the presence of Tenderers or their representatives who may wish to be present shall carry their firm's authorization letter and a photo ID.
- 10.3 Physical submission of instrument of payment for tender fees, and Bid Security along with Integrity Pact submitted after the due date and time will be considered as Late Tender and will not be accepted. The sealed cover shall be returned unopened to the Tenderer. The online tender submitted by such tenderer will not be opened. Tenderers to note that MbPT shall not be responsible for late receipt of any tender due to postal delays or any other delay for whatsoever reason.
- 10.4 **Qualification Bid:** The tenderer shall submit scanned copies of the following documents in pdf format and upload the same on the online portal:

- i. Scanned Copy of Tender Fee for the amount mentioned at Sr. No.5 (6) above in the form of Payment Receipt or Demand Draft or Banker's Cheque drawn in favour of "The Board of Trustees of Port of Mumbai" from any Nationalized/ Scheduled Bank having its branch at Mumbai and payable at Mumbai.
- ii. Scanned copy of Bid Security mentioned at Sr.5(2) above in the form of Demand Draft / Banker's Cheque/ Bank Guarantee drawn in favour of "The Board of Trustees of Port of Mumbai" from any Nationalized / Scheduled Bank having its branch at Mumbai and payable at Mumbai.
- iii. Pre-Qualification documents as per clause no.3 herein above and the supporting documents.
- iv. The tender document and Pre-bid replies/addendum/amendments/errata, etc. duly signed made available at the e-procurement website/Mumbai Port Trust website.
- v. **Integrity Pact:** The bidder has to execute Integrity pact Agreement with Mumbai Port Trust (as per Form -9). Shri P.K Gopinath, IPoS ( Retd.) has been nominated as Independent External Monitor for the implementation of Integrity Pact whose address is as under:  
C-1/143, Bapanagar  
Behind Delhi High Court  
New Delhi- 110003  
E mail: [krishnagopinath@myway.com](mailto:krishnagopinath@myway.com)

Scanned Copy of Pre-Contract Integrity Pact is to be uploaded along with the bid. Original hard copy of the Integrity Pact Agreement shall be submitted along with the Qualification Bid failing which tender shall be considered invalid.

- 10.5 **Selection Bid:** The tenderer shall submit the rates or offer percentage addition/ deduction in BOQ online in the format provided in Price Proposal and no other format is acceptable. The price proposal has been given as a standard BOQ format with the tender document and the same is to be downloaded and filled by all the tenderers. Tenderers shall open it and complete it with their respective price quotes or offer the percentage variation as the case may be and other details (such as amount of service tax, name of the tenderer etc.). No other cells should be changed. Once the details have been completed, the tenderer should save it and submit it online as mentioned in Appendix-1 and instructions at e-Procurement website <https://eprocure.gov.in>. If the BOQ file is found to be modified by the tenderer, the bid will be rejected.
11. In case of unscheduled Holiday / Bandh / Strike on the scheduled date of submission/opening of the Tender, the tender offer shall be submitted by the tenderer upto the scheduled time of the next working day and which shall be opened on the same day and at the scheduled time.

**Chief Mechanical Engineer**