

MUMBAI PORT AUTHORITY

Tender No: **TM.BDC/01/2023- Development and Operation of Floatel in Mumbai Port, Mumbai**

Proposed Replies to Pre-Bid Queries Raised by the Bidders During meeting held on 8th August 2023, 03:00 PM

Sr. No.	Reference No.	Bidders Query	Proposed Replies
1	<p align="center">Clause No. 3.4.3 of RFP</p> <p>The Bidder shall have experience of following works completed during last Seven years ending 30.06.2023:</p> <p>a. Experience of Owning and commercial operations and maintenance of at least one Floatel / Cruise / Self Propelled Barge / Passenger Ship of having minimum Capacity of 240 Pax.</p> <p align="center">Or</p> <p>Experience of Owning and commercial operations and maintenance of at least Two Floatel / Cruise / Self Propelled Barge / Passenger Ship of having minimum Capacity of 150 Pax.</p> <p align="center">Or</p> <p>Experience of Owning and commercial operations and maintenance of at least three Floatel/ Cruise / Self Propelled Barge / Passenger Ship of having minimum Capacity of 120 Pax.</p> <p>b. The Experience which bidder is showing in Part “a” above the Ship should have Minimum 50 Rooms.</p>	<p>Since, the project is for providing hospitality & facility services, we request you to also consider the experience of operating food courts, restaurants, banquets anywhere in India.</p>	<p>Tender condition prevails</p>
2	<p align="center">Clause No. 3.4.5 of RFP</p> <p>1. Minimum capacity – 300 Passengers (minimum of 5000 GRT)</p> <hr/> <p>2. The ship shall have multiple decks – 1) Air-conditioned</p>	<p>It should be a minimum of 10 rooms instead of 50.</p>	<p>Tender condition prevails</p>

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	restaurant with lounge area/ banquet hall for hosting functions/ events, 2) Roof-top open deck restaurant, 3) Accommodation Rooms – Minimum 50 Rooms 4) Conference Rooms / Exhibition Spaces / Retail Shopping areas/ Wellness Centre		
3	Clause No. 1.1.3 of RFP Bid is for Development and Operation of Floatel in Mumbai Port, for 5 years which is extendable for another 5 years.	The amount of investment asked in the project is very huge and the lease period is only for 5 years plus 5 years. Therefore, keeping in view of the huge investment in the project, we request you to keep the lease period for at least 30 years.	Tender condition prevails
4	Clause No. 1.1. of RFP A Floatel is primarily a Hotel cum restaurant on a boat anchored at the coast.	Demarcation of sailing area for the subject Floatel.	Floatel is not allowed to sail during its commercial operation period.
5	Clause No. 3.6.1. of RFP The Financial Bid shall comprise quote of lump sum annual Premium over and above Anchorage Charges / Berth Hiring Charges etc. as per applicable SOR of MbPA.	Details Anchorage Fees / Berth Hire Charges not given.	As per Scale of Rates (w.e.f. 15.05.2023) the charges are as follows:- 1. Berth Hire Charges = Rs. 0.2129 per GRT/Hour or part thereof. 2. Anchorage Charges = Rs. 0.2129 per GRT/Hour or part thereof. Note: The above charges are subject to revision from time to time.
6	Clause No.2.7 of SLA: Special permission for Monsoon: During monsoon season, (June to September) there will not be any compulsion from MbPA for operation of Floatel. The operator has to pay Berth Hiring Charges as per applicable SOR at Mumbai Port during monsoon shelter at the Berth of Mumbai Port.	Please clarify regarding the payment of Annual premium during June to September.	The Bidder shall pay the Annual Premium including period from June to September. Clause No. 1.2.6. of RFP partially modified as below: The Annual Premium to be paid to the Authority shall be as below:

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	<p style="text-align: center;">Clause No. 1.2.6. of RFP:</p> <p>The Bids will be invited for the Project on the basis of the highest premium amount, payable to the Authority, from the Date of Letter of Award and applied escalation @ 4% per annum. The highest premium amount shall constitute the sole criteria for evaluation of Bids of qualifying bidders as per Clause 3.3.8. Subject to clause 2.16, the Project will be awarded to the Bidder quoting the highest premium amount. The Annual Premium fee to be paid to the Authority shall as below:</p> <table border="0" style="margin-left: 20px;"> <tr> <td>Year Count</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td>Premium amount @ 4% escalation every year</td> <td>P</td> <td>1P+</td> <td>2P+</td> <td>3P+</td> <td>4P+</td> </tr> <tr> <td></td> <td></td> <td>4%</td> <td>4%</td> <td>4%</td> <td>4%</td> </tr> </table> <p>Where,</p> <ul style="list-style-type: none"> • P stands for the Premium amount • XP stands for the previous year's premium amount. <p>Illustration: In year count 2, Premium amount to be paid is 1P+4%, where 1P is the total premium amount paid in 1ST year (i.e 1st year premium plus 4%) plus 4% increment.</p>	Year Count	1	2	3	4	5	Premium amount @ 4% escalation every year	P	1P+	2P+	3P+	4P+			4%	4%	4%	4%		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Year count</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">Premium amount @4% escalation every year</td> <td style="text-align: center;">P</td> <td style="text-align: center;">P x 1.04</td> <td style="text-align: center;">P x (1.04)²</td> <td style="text-align: center;">P x (1.04)³ & so on.</td> </tr> </table> <p>Where,</p> <ul style="list-style-type: none"> • P stands for the Highest Annual Premium amount quoted by the bidder. 	Year count	1	2	3	4	Premium amount @4% escalation every year	P	P x 1.04	P x (1.04) ²	P x (1.04) ³ & so on.
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7	<p style="text-align: center;">Clause No. 1.1.4. of RFP</p> <p>Operator shall pay to the Authority, amount as stated below:</p> <ol style="list-style-type: none"> 1. Anchorage Charges and Berth Hiring Charges as per the applicable scale of rates of Mumbai Port 	<p>Confirmation from the traffic manager or director is required that there are no hidden charges or penalties. Clarification all other charges</p>	<p>Tender Condition Prevails</p> <p>However, clause no. 1.2.6 partially modified as below:</p>																												

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	<p>2. Annual Premium over and above Anchorage Fees and Berth Hiring Charges in INR (To ensure that Annual Premium by bidders is not a negligible amount, it may be quoted in multiples of INR 1,00,000/-)</p> <p>The above payments are excluding GST and any other taxes and duties. Operator shall be responsible for payment of any such applicable taxes and duties over and above. For the estimation of actual costs and technical and financial viability of the Project, the Bidder(s) may undertake a technical and financial feasibility study of their own. The cost and reliability of such study shall be the sole responsibility of the Bidder.</p> <p style="text-align: center;">Clause No. 1.2.6. of RFP:</p> <p>The Bids will be invited for the Project on the basis of the highest premium amount, payable to the Authority, from the Date of Letter of Award and applied escalation @ 4% per annum. The highest premium amount shall constitute the sole criteria for evaluation of Bids of qualifying bidders as per Clause 3.3.8. Subject to clause 2.16, the Project will be awarded to the Bidder quoting the highest premium amount. The Annual Premium fee to be paid to the Authority shall as below:</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Year Count</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">4</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">Premium amount @ 4% escalation every year</td> <td style="text-align: center;">P</td> <td style="text-align: center;">1P+</td> <td style="text-align: center;">2P+</td> <td style="text-align: center;">3P+</td> <td style="text-align: center;">4P+</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">4%</td> <td style="text-align: center;">4%</td> <td style="text-align: center;">4%</td> <td style="text-align: center;">4%</td> </tr> </table> <p>Where,</p> <ul style="list-style-type: none"> • P stands for the Premium amount • XP stands for the previous year's premium amount. <p>Illustration: In year count 2, Premium amount to be paid is 1P+4%, where 1P is the total premium amount paid in 1ST year (i.e 1st year premium plus 4%) plus 4% increment.</p>	Year Count	1	2	3	4	5	Premium amount @ 4% escalation every year	P	1P+	2P+	3P+	4P+			4%	4%	4%	4%	<p>payable when Cruise is in sea and operational or non-operational.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Year count</th> <th style="text-align: center;">1</th> <th style="text-align: center;">2</th> <th style="text-align: center;">3</th> <th style="text-align: center;">4</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">Premium amount @4% escalation every year</td> <td style="text-align: center;">P</td> <td style="text-align: center;">P x 1.04</td> <td style="text-align: center;">P x (1.04)²</td> <td style="text-align: center;">P x (1.04)³ & so on.</td> </tr> </tbody> </table> <p>Where,</p> <ul style="list-style-type: none"> • P stands for the Highest Annual Premium amount quoted by the bidder. 	Year count	1	2	3	4	Premium amount @4% escalation every year	P	P x 1.04	P x (1.04) ²	P x (1.04) ³ & so on.
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	<p style="text-align: center;">Clause No. 6.1. of SLA:</p> <p>e) The expenses for water, electricity, etc. shall be arranged and borne by the Operator.</p> <p>m) The Operator may propose the arrangement for transportation of passengers from shore to the floatel through its own ferry/water taxi service. All such arrangements such as floating pontoons for boarding the vessel shall be made by the Operator at their own cost, after obtaining approval from Authority. Depending on area of water occupied for such arrangements, Operator will be charged as per applicable SoR.</p> <p style="text-align: center;">Clause No. 6.1.11 of RFP:</p> <p>Taxes & duties</p> <p>The Operator shall during the Agreement Period pay in a timely manner all taxes, duties, levies, GST, cess and charges including but not limited to income tax and customs duty, that may be levied, claimed or demanded from time to time by any Government Authority including any increase therein effected from time to time from any Government Authority, in respect of the Project/ the Project Facilities and Services as described under Appendix IX.</p> <p style="text-align: center;">Clause No. 14. of SLA</p> <p>Stamp Duty</p> <p>The Operator shall be solely responsible for the payment of any stamp duty that may be leviable or payable on the execution and delivery of this Agreement, under the provisions of the Indian Stamp Act, 1899, Maharashtra Stamp Act, 1958 or otherwise.</p> <p style="text-align: center;">Clause No. 2.3. of SLA:</p>		

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	<p>Any delay in payment of the amount in the preceding clause 2.2 shall entail payment of interest @ 10 Year G Sec (applicable as per Date of Issuing Invoice) plus 6% (Six percent) per annum on the amount outstanding.</p> <p>*Any other Charges as per Tender Documents</p>		
8	<p>Clause No. 2.7. of SLA</p> <p>Special permission for Monsoon: During monsoon season, (June to September) there will not be any compulsion from MbPA for operation of Floatel. The operator have to pay Berth Hiring Charges as per applicable SOR at Mumbai Port during monsoon shelter at the Berth of Mumbai Port.</p>	<p>Will the vessel be allowed to operate during monsoon months</p>	<p>During monsoon season, (June to September) there will not be any compulsion from MbPA for operation of Floatel at Anchorage. But, successful bidder shall not be allowed to operate floatel at Berth at any time including monsoon season.</p>
9	<p>Clause No. 1.1. of RFP</p> <p>As a Floatel is primarily a Hotel cum restaurant on a boat anchored at the coast.</p>	<p>Will the vessel be permitted to ply within or outside Mumbai port limits depending upon class or registration</p>	<p>Kindly refer Point No. 4</p>
10	<p>Clause No. 1.1.3 of RFP</p> <p>Bid is for Development and Operation of Floatel in Mumbai Port, for 5 years which is extendable for another 5 years.</p>	<p>Project duration should be minimum of 10 years plus options</p>	<p>Kindly refer Point No. 3</p>
11	<p>Clause No. 3.6.1. of RFP</p> <p>The Financial Bid shall comprise quote of lump sum annual Premium over and above Anchorage Charges / Berth Hiring Charges etc. as per applicable SOR of MbPA.</p>	<p>Please confirm port dues SOR applicable for the project</p>	<p>Kindly refer Point No. 5</p>
12	<p>Clause No. 6.1. e of SLA</p> <p>The expenses for water, electricity, etc. shall be arranged and borne by the Operator.</p>	<p>Availability of shore power</p>	<p>The shore power facility is not available at site. Tender condition prevails</p>
13	<p>As per Clause No. 6.2. of SLA (Gestation Period)</p> <p>The Operator has given time of 180 Days as a Gestation Period, in the meantime Successful Bidder have to do the modification of existing vessel to suit Flotel Operation.</p>	<p>Time allowed for modification of existing vessel to suit Floatel Operations.</p>	<p>Tender condition prevails</p>
14	<p>Clause No. 6.3. (i) of SLA</p> <p>The passengers will be allowed to be ferried to and fro by</p>	<p>Small craft operation will be from DCT</p>	<p>Tender condition prevails</p>

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	launches from Gate Way of India, or any other location decided/ arranged by successful bidder subject to permission of MbPA.		
15	<p align="center">Clause No. 6.3. (i) of SLA</p> <p>The passengers will be allowed to be ferried to and fro by launches from Gate Way of India, or any other location decided/ arranged by successful bidder subject to permission of MbPA.</p>	Common service area in DCT for doing boarding /un-boarding procedures	Kindly refer Point No. 14
16	Other Query	Availability of Car Parking	Successful bidder shall get acquainted with and use parking area available nearby boarding & de boarding location before quoting for the subject tender.