CIRCULAR

No. TM/BDC/DCT/729 of 2018-19

Date: 28/01/2019

To
(As per list attached)

Sub: Open land area of Domestic Cruise Terminal and surroundings to be given for events on daily rental basis.

With a view to open up the Mumbai Port's Eastern waterfront for the city's needs for various tourism projects, Mumbai Port Trust has developed Domestic Cruise Terminal (DCT) at 15 Victoria Dock for handling Domestic Cruise Vessels and other crafts. The facility has a building and open area, lawns, etc. right on the waterfront. It has historic installations as Watch Tower, cannon shaped Bollards, etc. This area and surrounding other areas from the Purple Gate to the North of 14 Victoria Dock, available on daily rental basis to hold functions, events, product launches, weddings, etc. The terms and conditions are attached in Annexure-I. The parties interested to organize events, functions, etc. are invited to avail this facility. Application format is enclosed as Annexure-III.

Traffic Manager

C.C. to Heads of Departments & Heads of Division - with a request to arrange wide publicity.

C.C. to Joint Director to upload the circular in a special corner on our website.

C.C to Sr. Dy. Traffic Manager, (Operation Docks) - for information and necessary action please.

C.C.to P.S. to Dy. Chairman for kind information

C.C.to P.S. to Chairman for kind information
TERMS AND CONDITIONS

1. The open lawn area around DCT would be allowed for functions on daily rental basis.

2. Applications for booking the venue to be made in the prescribed format to Senior Deputy Traffic Manager (Indira Dock) (Annexure - III).

3. Application is expected normally one month in advance. Venue will be booked on the basis of first-come-first-served.

4. The applicant will be intimated regarding confirmation of the booking and charges payable for the use of the area as required and mentioned in the booking application within 5 working days from receipt of application;

5. Within 5 days of the confirmation of the booking, the applicant shall make the advance payment of deposit as intimated.

6. MbPT reserves right to cancel the confirmed booking if full charges as mentioned in the confirmation letter of MbPT are not deposited by the applicant as above.

7. Mbpt reserves the right to cancel/postpone any function/event booked after giving sufficient prior notice. In that case, the advance deposits, if any, made by the applicant will be refunded by MbPT.

8. A day shall mean the Calendar day.

9. Two car parking areas are offered, each for a lot of 50 cars. One lot will be compulsory and second will be optional.

10. The daily rentals for DCT Lawn open area and DCT with toilets and parking shall be as per Sr. nos. 1,2 & 3 of Annexure – II

11. There are number of cruise related equipment, furniture on the ground floor of DCT terminal Building and therefore, the ground floor shall be given only in exceptional cases. Charges shall be as per Sr. No. 4 of Annexure – II

12. Applicant shall pay full estimated amount as summarized in Annexure-II along with Caution Money, Electricity charges, Water consumption etc. as advance deposit by Demand draft / Pay order / NEFT/ RTGS and the details to be intimated by email to idoffice@mbptmail.com.

13. With regard to the usage of electricity charges at Lawn area of DCT and DCT ground floor, the same shall be as per Sr. No. 7 (i), (ii) & (iii) of Annexure-II

i) Applicant shall make its own arrangement of Generator sets for any additional power supply requirement.
ii) The applicant should ensure compliance of all electrical safety norms and Indian Electricity rules & regulations. All the work shall be carried out by registered electrical supervisor license holder only. MbPT shall not be held responsible for any untoward electrical related incident at the event site. MbPT reserves the right to inspect the site at any time during the event.

iii) The applicant shall be solely responsible for any damage/theft to the existing electrical installation provided at the event site. The applicant shall bring to the notice of MbPT immediately and carry out repair/reinstatement of any damages/theft of electrical installations immediately.

14. In the event any temporary shed/tent/mandap is required to be raised, the same shall be mentioned in the application and the Applicant will not raise any temporary shed at the Area without the prior written consent of MbPT. Immediately upon completion of the event, the Applicant will have to remove the same otherwise the same will be removed at the cost of the Applicant and the caution money will be refunded only after deducting the cost incurred for removing any such structure.

15. The house keeping/cleanliness/hygiene is within the responsibility of the applicant. Applicant shall deposit Rs.10,000/- as caution money which will be refunded to the Applicant upon the applicant making the payment of final invoice and cleaning the area.

16. "The Applicant will indemnify, defend and hold harmless MbPT and MbPT’s employees, agents, representative from and against any and all claims, liability, action, demand, judgment, loss, damage, costs and expenses (including legal fees), lawsuits or proceedings that may arise on account of the following and the Applicant will assume full responsibility for whatsoever including the payment of indemnification, penalties, attorneys’ fees, legal costs and other charges, if any:

i) Use of the area and/or any services at DCT by the Applicant;

ii) Breach of any of the Applicable Law;

iii) Breach of any of the terms and conditions mentioned herein and in the confirmation of booking letter;

iv) Any environmental damages caused by the Applicant and/or Applicant's representatives or employees or employees of any Third Party or agency engaged by the Applicant;

v) Bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of use of DCT area by the Applicant;

vi) Damage to or loss of any property, real or personal, and/or any and all environmental claims arising out of and in connection with use by the Applicant of the DCT area;
vii) Any and all claims, liability, action, demand, judgment, loss, damage, costs and expenses (including reasonable legal fees) brought by a third party, including any of the Applicant’s Staff, for loss or damage to property or personal injury or death caused by, resulting from, or incidental to the Applicant’s use of DCT Area.

17. If required, Police permission from Yellow Gate Police Station shall be obtained by Applicant. All applicable permissions including excise for consumption of liquor, be obtained by the applicant prior to the function and copies be submitted by email to idoffice@mbptmail.com.

18. MbPT shall provide two life guards during the function time. However, MbPT is not responsible for any damage / injury, etc. due to their actions.

19. Cooking, etc. shall be done outside the premises. However, warming/ heating, serving, etc. will be allowed in the premises.

20. Meeting of political nature and fireworks/ crackers of any kind are not permitted.

21. The venue must be vacated latest by 12.00 midnight on the last day of booked event.

22. Being open area, the deadline of 10.00 p.m. for loud speakers to be strictly observed.

23. A list of all equipments or materials brought in by Applicant will have to be submitted in duplicate copies. One copy has to be given and entered by the security at the gate and the 2nd copy will be acknowledgement to be kept by the person bringing in the equipment / material / goods. Kindly note that only items, which have been entered by the security guard at the staff entrance, will be allowed to be taken out.

24. The Applicant will be responsible to make good the loss or damage to any MbPT property as may be lying on the Area due to any act of the Applicant.

25. Cancellation Charges on account of cancellation by the applicant.
   Less than 30 days : 25% of Venue charges
   Less than 15 days : 50% of Venue charges
   Less than 05 days : 100% of Venue charges

26. Any dispute/difference arising out of and/or in connection with the use of Area will be governed by applicable laws governing the Area and with respect to jurisdiction of courts, the courts of Mumbai will have exclusive jurisdiction.
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Rate</th>
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<tbody>
<tr>
<td>1.</td>
<td>Daily rental for DCT open area (6410 sq.mts) with toilets and one parking lot</td>
<td>Rs 70,794 + 18% GST</td>
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<tr>
<td>2.</td>
<td>Daily rental for DCT open area (6410 sq.mts) with toilets and two parking lots</td>
<td>Rs 75,438 + 18% GST</td>
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<tr>
<td>3.</td>
<td>Daily rental for any area between Ropax and area on the North of 14 VD</td>
<td>Rs. 10.32 per sq. mtrs. Per day. + 18% GST</td>
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<tr>
<td>4.</td>
<td>Daily rental for ground floor area of DCT building.</td>
<td>Rs. 3206 per day + 18% GST</td>
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<td>5.</td>
<td>Daily License Fee for event on Pontoon (not owned by MbPT)</td>
<td>Rs. 12.90 per sq. mtrs. Per day + 18% GST</td>
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<td>6.</td>
<td>Consumption of water in toilets of DCT</td>
<td>Rs. 1,100/- per event</td>
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<td>7.</td>
<td>Electricity charges (including connection &amp; disconnection charges)</td>
<td>As per Annexure -II</td>
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<td>(i)</td>
<td>Only DCT lawn open area</td>
<td>Rs. 1390/- including GST</td>
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<tr>
<td>(ii)</td>
<td>Only DCT Ground Floor area</td>
<td>Rs. 6200/- including GST</td>
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<td>(iii)</td>
<td>Additional supply 63A</td>
<td>Rs. 1670/- including GST</td>
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<td>8.</td>
<td>Caution Money Deposit</td>
<td>Rs. 10,000/-</td>
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<tr>
<td>9.</td>
<td>Entry fee to DCT area</td>
<td>Rs. 10/- per person</td>
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APPLICATION FORM FOR BOOKING OF MBPT'S NEW WATERFRONT

To,
Senior Deputy Traffic Manager,
Operations – Docks,
Indira Dock Office,
Ambedkar Bhavan,
Mumbai 400 001.

e-mail : idoffice@mbptmail.com

Dear Sir,

I would like to hold a Function / Event at the Mumbai Port’s Waterfront as per the details specified below ;-

1. Venue :

2. On (date) : __________
   From (time) ________ to (time)_______

3. Likely No. of persons to attend : __________

4. Nature of event :

I have read the rule mentioned regarding use of these facilities and to abide by them (as annexed).

Yours faithfully,

Signature

Name
Tel No. (Off)
Mobile No.