

No.MTDC/Advt/Gangapur Dam/WS/A-264-II/2018.

Date: - 12/04/2018.

To,

All the Bidders

**Sub: - “Operation’s, Maintenance/Repair’s and Management of Waters Sports & Boat Club ‘As on where is basis’ at Gangapur Dam, Nashik.”**

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**Regarding Clarification and Common Sets of Deviation.**

**Ref: -** Pre-Bid meeting held on 12/04/2018.

Please find enclosed herewith the clarification on queries raised during pre-Bid Meeting and Common Sets of Deviation (CSD). Please note that, the Clarifications and Common Sets of Deviations shall form part of the Bid Document.

Thanking you,

**Encl :-** 1) Clarification.

2) Common Sets of Deviation

Manager (Adventure Sports)  
M.T.D.C, Mumbai

**“Operation’s, Maintenance/Repair’s and Management of Waters Sports & Boat Club ‘As on where is basis’ at Gangapur Dam, Nashik”.**

**Clarifications on Queries**

Raised during Pre-Bid meeting held at MTDC LTD,

Mumbai Office on 12/04/2018

Clause No	Query	Clarification
Pg. No. 05 Clause 4	Query: What are the other applicable charges?	As per Common sets of deviations point no-1: Tender condition shall prevail Tender condition shall prevail.
Pg.No. 05 Clause 6	Query: Occupancy Charges Required to be deleted, MTDC is getting rent and share in revenue.	As per Common sets of deviations point no-2 :Tender condition shall prevail
Pg.No. 06 Clause 12	Query: What is Annexure 3	As per Common sets of deviations point no-3 :Tender condition shall prevail
Pg.No. 13 Clause 4.6.6	Query: Second provision should be deleted as they are contractual issues requiring adjudication.	As per Common sets of deviations point no-4 :Tender condition shall prevail
Pg.No. 15 Clause 5.11/5.12 ,	Query: - What is presently. What is present status?	As per Common sets of deviations point no-5: Tender condition shall prevail.
Pg.No. 15 Clause 5.13 ,	Query: - Detail other facilities	As per Common sets of deviations point no-6: Tender condition shall prevail.
Pg.No. 16 Clause 5.16	Query: What other tasks? Clarification required	As per Common sets of deviations point no-7: Tender condition shall prevail.
Pg.No. 17 Clause 6.4	Query: Bank guaranty will be renewed every year.	As per Common sets of deviations point no-8: Tender condition shall prevail.
Pg.No. 17 Clause 6.6	Query: Applicable only if all equipment in annexure 08 is permitted.	As per Common sets of deviations point no-9: Tender condition shall prevail.
Pg.No. 17 Clause 6.8	Query: Bidding is not on basis of rent for equipment hence deleted.	As per Common sets of deviations point no-10:Tender condition shall prevail
Pg.No. 18 Clause 6.12	Query: Arbitration cannot be an option. It should be made compulsory.	As per Common sets of deviations point no-11: Tender condition shall prevail.
Pg.No. 18	Query: Why is there a condition on	As per Common sets of deviations

<b>Clause 6.18</b>	consortiums member.	<b>point no-12</b> :Tender condition shall prevail
<b>Pg.No. 27 Clause 4 (b)</b>	<b>Query:</b> Should be deleted.	<b>As per Common sets of deviations point no-13</b> :Tender condition shall prevail
<b>Pg.No. 30 Clause 11</b>	<b>Query:</b> Should be deleted.	<b>As per Common sets of deviations point no-14</b> :Tender condition shall prevail
<b>PageNo. 20 Clause No. 17</b>	Should be deleted.	<b>As per Common sets of deviations point no-15</b> :Tender condition shall prevail
<b>PageNo. 20 Clause No. 22</b>	Added provision.	<b>As per Common sets of deviations point no-16</b> :Tender condition shall prevail

**“Operation’s, Maintenance/Repair’s and Management of Waters Sports & Boat Club ‘As on where is basis’ at Gangapur Dam, Nashik.”**

**Common Sets of Deviation (CSD)**

<b>Deviation No.</b>	<b>Tender Clause/Page</b>	<b>Existing Provision</b>	<b>Modified Provision</b>
1	Pg. No. 05 Clause 4	As and when permission granted for restaurant and liquor to MTDC, from concerned authority. The selected bidder has to pay licence fees and other applicable charges.	Tender condition shall prevail.
2	Pg. No. 05 Clause 6	5% Occupancy shall be given to MTDC on cumulative basis i.e. in case 5% occupancy remains unused for the day/week/month, then that should be carried forward for further use.	5% Occupancy shall be given to MTDC for every month.
3	Pg. No. 05 Clause 12	Bidder should quote competitive rates including all statutory taxes (GST) as per specification mentioned in Annexure-03.	Tender condition shall prevail.

4	Pg. No. 13. Clause 4.6.6.	<p>Scanned Copy of all the documents from Sr. No. 4.6.1 to 4.6.5 shall be given by Successful Bidder/Agencies in Technical Bid.</p> <p>Even though the Bidder meets the above qualifying criteria they are subject to be disqualified if they have made:</p> <p>Misleading or false representations in the forms, attachments submitted in proof of the qualification requirement</p> <p style="text-align: center;">And / or</p> <p>Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.</p>	Tender condition shall prevail.
5	Pg.No. 15 Clause 5.11/5.12	<p>Support Facilities and on-site infrastructure like boundary wall / fencing, internal road network, parking areas, security, water supply, noise &amp; air pollution prevention arrangements, sewage treatment, waste management as approved by environmental department, fire-fighting, landscaping and other services as required.</p> <p>Electrification &amp; fire fighting, plumbing &amp; sanitation, parking area, entry gate, compound wall, utilities etc.</p>	This Clause is deleted from the tender.
6	Pg.No. 15 Clause 5.13	Other tourism infrastructure and commercial facilities around the water sport centre etc.	This Clause is deleted from the tender.

7	Pg. No. 16 Clause 5.16	Note: The Scope of services specified above is not exhaustive and the Successful Bidder shall undertake such other tasks as may be necessary to appraise the project as required from time to time.	The Scope of services specified above is not exhaustive and the Successful Bidder shall undertake such other tasks as may be necessary to appraise the project as required from time to time.  -The other tasks may be organizing parties, shootings, Advertisings and other water sports facilities permitted by environment department.
8	Pg. No. 16 Clause 6.4	The selected Bidder/agency will have to submit an irrevocable Operation Performance Security of Rs.10,00,000/- (Ten Lakhs) in form of Bank Guarantee in favour of Maharashtra Tourism Development Corporation Ltd from any Nationalized Bank or Scheduled Bank having validity of one year and shall be kept valid during the operation period of 05 years. This Operation Performance Security will have to be submitted at the time of signing a License Agreement. In case of non-fulfilment of operational obligations during operation period of 05 years, the Operation Performance Security will be forfeited as per the terms of License Agreement.	The selected Bidder/agency will have to submit an irrevocable Operation Performance Security of Rs.10,00,000/- (Ten Lakhs) in form of Bank Guarantee in favour of Maharashtra Tourism Development Corporation Ltd from any Nationalized Bank or Scheduled Bank having validity of one year and shall be kept valid during the operation period of 05 years. And further 06 month after the period. (Renewable at every year up to date of the contract agreement. ) This Operation Performance Security will have to be submitted at the time of signing a License Agreement. In case of non-fulfilment of operational obligations during operation period of 05 years, the Operation Performance Security will be forfeited as per the terms of License Agreement.
9	Pg.No. 17 Clause 6.6	The selected Bidder/agency will have to submit an irrevocable equipment/asset security deposit of Rs 70, 00,000/- (Rs Seventy Lakh only) in favour of Maharashtra Tourism Development Corporation Ltd. From any national bank or scheduled bank for the operation	The selected Bidder/agency will have to submit an irrevocable equipment/asset security deposit of Rs 70, 00,000/- (Rs Seventy Lakh only) in favour of Maharashtra Tourism Development Corporation Ltd. From any national bank or scheduled bank for the operation period of 5 years.

		<p>period of 5 years. This equipment Security will have to be submitted at the time of signing a License Agreement. In case of damage cost of equipment due to irresponsible handling/operation during operation period of 05 years, the equipment Security will be forfeited as per the terms of License Agreement.</p>	<p>This equipment Security will have to be submitted at the time of signing a License Agreement. In case of damage cost of equipment due to irresponsible handling/operation during operation period of 05 years, the equipment Security will be forfeited as per the terms of License Agreement. This equipment security shall pay in the form of Bank Guaranty.</p>
10	<p>Pg.No. 17 Clause 6.8</p>	<p>The authority will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the Bidding documents and offering highest rent of the equipments and the boat club premises to MTDC.</p>	<p>The authority will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the Bidding documents and scoring higher marks in combine technical and financial evaluation.</p>
11	<p>Pg. No. 18 Clause. 6.12</p>	<p>In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted only in the court at Mumbai or Arbitration shall be a means to settle any dispute.</p>	<p>This Clause is deleted from the tender.</p>
12	<p>Pg. No. 18 Clause 6.18</p>	<p>Joint Venture of two entities is allowed. However one of the entities shall be a registered Indian manufacturer /authorized dealer/distributor of a manufacturer. Authorized Dealer/ Distributor should furnish current and valid authorization letter/ dealership certificate from original equipment manufacturer mentioning this particular Tender in its</p>	<p>Joint Venture of two entities is allowed. However one of the entities shall be an experienced and registered water sports operator from authorize agencies. Like Maharashtra Maritime Board</p>

		authorization letter. The name of item should be clearly mentioned in the authorization letter. Tenders submitted by retailers or representatives of online dealers are liable to be rejected.	
13	Pg.No. 27 Clause 4 (b)	In addition to the Security Deposit, the LICENSOR shall retain 2% from the Yearly bills of the Successful Bidder as Performance Security, which shall be released to the Successful Bidder at the end of the 3rd month after evaluation of the performance of the Successful Bidder for the subject month No interest shall be paid on such retention.	This clause is deleted from the tender
14	Pg. No. 30 Clause 11	Notwithstanding anything to the contrary contained in these presents, it is expressly agreed by and between the parties hereto that the LICENSOR shall be at a liberty to procure sponsors, grant advertisement rights, media rights, infrastructure, equipment etc., which shall be use / established / procured for the implementation of the Said Work in the above beaches. The income so generated from such sponsors shall accrue solely to the LICENSER.	Notwithstanding anything to the contrary contained in these presents, it is expressly agreed by and between the parties hereto that the LICENSOR shall be at a liberty to procure sponsors, grant advertisement rights, media rights, infrastructure, equipment etc., which shall be use / established / procured for the implementation of the Said Work at the said location. The income so generated from such sponsors shall accrue solely to the LICENSOR.
15	PageNo. 20 Clause No. 17	The tenderer has to submit a Solvency Certificate from a Nationalized Bank for minimum Rupees 30 lakh (Rupees Thirty Lakh only).	This Clause is deleted from the tender.

16	Page No. 20 Clause No. 22  Any dispute/case pending before any court.	Any bidder's who is blacklisted; defaulter with MTDC or any other organization will not be legible to participate in the bidding process.	All the bidder's to inform that the said clause is added by MTDC at page No 20, point No-22. And shall be form a part of tender clauses.
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Manager (Adventure Sports)  
M.T.D.C. Mumbai.

Date:  
Place: