



Maharashtra Tourism Development Corporation Ltd.

(A Govt. of Maharashtra Undertaking)

Apeejay House, 4th floor, 3, Dinshaw vaccha road, Nr. .K.C collage churchgate
Mumbai-400020.

Phone 022-22024522, 022-22044040 Fax no. 022-22024521.

No.MTDC/Advt/House Boat Manning/WS/A-285-II/2018.

Date: 22/02/2018.

E-Tender

FOR

“Operation, Maintenance/Repair and Management of House Boats On “As on where is basis” at various locations in Maharashtra.” On leave and license basis.

Tender Fees: - Rs.5, 000/-

**Managing Director
M.T.D.C. Ltd., Mumbai.**

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Maharashtra Tourism Development Corporation Ltd.,
Apeejay House, 4th floor, 3, Dinshaw Vaccha road, Nr. .K.C collage
churchgate Mumbai-400020. Tel.- 022-22044040,
Fax – 022-22852182

E- Tender Notice No.MTDC/Advt/House Boat Manning/WS/A-258-II/2018.(Online)

Notice for E-Tender

“Operation, Maintenance/Repair and Management of House Boats On “As on where is basis”at various locations in Maharashtra. On leave and license basis”

Maharashtra Tourism Development Corporation, (a Govt. of Maharashtra Undertaking,) Mumbai invites E-Tenders from reputed Authorize Firms / Operator’s / Organizations/Individual’s/Agencies to participate in the competitive bidding process to **“Operation, Maintenance/Repair and Management of House Boats On “As on where is basis”at various locations in Maharashtra.” On leave and license basis.**

For the detailed E-Tender document, interested bidders should visit <http://mahatenders.gov.in> and for tender notice visit <http://www.maharashtratourism.gov.in/mtdc/tender-notices>.

Tender submission would be online and the deadline to submit the proposals is **07.03.2018 at 15.00 hrs.** Bids will be opened online on **Date-9.03.2018, at 15:00 hrs.**(If possible)

--Sd--
Managing Director
MTDC Ltd., Mumbai.

Date: - 22.02.2018.

Chapter-1 Tender notice



Maharashtra Tourism Development Corporation Ltd.,
Apeejay House, 4th floor,3,Dinshaw vaccha road, Nr. .K.C collage
churchgate Mumbai-400020.
Tel. - 022-22044040, Fax – 022-22852182.

No.MTDC/Advt/House Boat Manning/WS/A-285-II/2018. (Online).

E-Tenders for Operation, Maintenance/Repair and Management of House Boats On “As on where is basis “at various locations in Maharashtra are invited by the Managing Director, Maharashtra Tourism Development corporation Ltd, Apeejay House, 4th floor,3,Dinshaw vaccha road, Nr. .K.C collage churchgate Mumbai-400020.from reputed Authorize Firms /Operator’s / Organizations/Individual’s/Agencies. The Names & Specifications, cost put to tender, earnest money deposit, time limit for completion of work order, etc. is as under.

Sr. no	Name Of Work	Lock in period	No. of House Boat	Place of work/and Qty. of H. B at the place	Earnest Money Deposit (EMD)	Cost of Tender form
	Operation, Maintenance/Repair and Management of House Boats On “As on where is basis “at various locations in Maharashtra.	5 Years	6	Bankot-1 House Boat- Ratnagiri	200,000/- (Rs. Two Lakh Only)	5,000/- Rs. (Five Thousand only) (Non refundable)
			Dabhol-1 House Boat- Ratnagri			
			Tarkarli-4 House Boat- Malwan- Sindhudurg			

Experienced Authorized Firms /Operator’s / Organization’s/Individual’s /Agencies shall Operate, Maintenance/Repair and Management of House Boats On “As on where is basis

“at various locations in Maharashtra.

The Maharashtra Tourism Development Corporation reserves the right to accept or reject any or all bids without assigning any reason, what so ever.

Complete bidding process will be submitted On-Line E-tendering in two cover/bid system (Technical and Financial Bid). All the notifications & detail terms and conditions regarding this Tender Notice hereafter will be published on line on Website <http://mahatenders.gov.in> & on MTDC's official website i.e. www.maharashtratourism.gov.in

Prospective bidder should satisfy following conditions:

1. The bidders shall have achieved average annual turnover min. of Rs. 70, 00,000/- (Rupees Seventy Lacs only) during last three financial years ending with 2017-2018. (Certificate from C.A. is mandatory in Technical Bid cover).
2. The Bidder shall have satisfactorily completed (from start to finish) at similar or larger project of (Minimum value of work completed i.e. Operate, Maintenance/Repair and Management of House Boats /Luxury Yacht/similar capacity of Boats.
3. **Bidding Criteria.**
 - i. Bidder has to pay as a monthly minimum Rs. 15,000/- (Fifteen Thousand only) per House Boats to the MTDC as a fixed rent of asset. Beside the House Boats rent the bidder shall have to repaired the House Boats prior to its operation on his own cost.
 - ii. Percentage Revenue Sharing with MTDC on net sale is the bidding criteria. (Net sale means total revenue **minus** applicable taxes). The bidder offering maximum percentage of revenue to MTDC will be awarded the work.
 - iii. 5% Occupancy to MTDC on cumulative basis will be reserved.
4. Bidding documents can be seen, downloaded & submitted from the website <http://mahatenders.gov.in> from **Date 22/02/2018, hrs 12:00 to Date-07/03/2018hrs. 15:00 hr.**
5. Bids must be accompanied with tender form fee and Earnest Money Deposit (EMD)

which has to be paid electronically as mentioned in the tender. (i.e. online payment).

6. Pre-bid conference will be held at **15.00 hrs. On 28/02/2018** at the office of Sr. Manager (Adventure Sports), MTDC on above address.
7. Bids will be opened on **Date- 09.03.2018 at 15:00 hrs.** At the Office of Chief Accounts Officer, MTDC Ltd., Mumbai in website <http://mahatenders.gov.in>. – (if possible).
8. Bidder should submit information & scanned copies in PDF format in Technical Envelope.
9. Bidder should quote competitive rates including all statutory taxes as per specification mentioned in **Annexure-xx**.
10. Bidders shall have valid Digital Signature Certificate (DSC) obtained from Authorized Certifying Authorities.
11. Managing Director, Maharashtra Tourism Development corporation Ltd, Apeejay House, 4th floor, 3,Dinshaw Vaccha road, Nr. .K.C collage Churchgate Mumbai-400020 reserves the right to accept or reject any or all the tenders without assigning any reason.
12. Tender for above mentioned work will be finalized subject to approval of Competent Authority.
13. Guidelines to download the tender documents and online submission of bids can be downloaded from website <http://mahatenders.gov.in>.

Note: - Tender form fee and EMD can be submitted through SBI/ Net Banking Transactions, for which necessary provision is made in the e-tender process.

--Sd--
Managing Director,
M.T.D.C. Ltd.,

No.MTDC/Advt/ Boat Club /WS/A-285-II/2018.
Mumbai.
Date: - 21.02.2018.

Chapter 2

Background

- 2.1 Maharashtra Tourism Development Corporation Limited (MTDC) is a undertaking company of Government of Maharashtra; MTDC is engaged in focused development of Tourism and related infrastructure across the State of Maharashtra. As a part of this endeavour, MTDC has planned to contribute to Operate, Maintenance/Repair and Management of House Boats On “As on where is basis “at various locations in Maharashtra. MTDC invites proposals from interested parties/agencies/Authorise Firm/Individual’s who shall be responsible in developing and operating, maintaining and managing the House Boats at locations mention in the tender.

The following activities may be conducted – Operation of House Boat, Hospitality of rooms, and Maintenance of House Boats, allied activates planned by the bidder etc.

The MTDC invites offers from experienced organization to submit their Bid for providing the services as contemplated in the tender document.

- 2.2 The tenderer shall be an Indian Company registered under Companies Act. (Proprietorship, Private or Public Limited), Authorise Firm, Individual, Agencies Competent to enter into contract for License as per Indian Law and meeting the Technical & financial Bid criteria may submit their tender.

2.3 DEFINITIONS

In this Tender Document, unless the context otherwise requires or provides for, the Following words and expressions shall have the meanings as are hereinafter respectively assigned to them:

- 2.3.1 “**Authority**” shall mean Managing Director, Maharashtra Tourism Development Corporation Ltd.
- 2.3.2 “**Bid**” or “**Technical Bid**” shall mean the Bid submitted by a authentic Bidder;
- 2.3.3 “**Bidder**” shall mean company/ partnership firm incorporated, joint venture, individual, proprietor, established as per the applicable laws of India;

- 2.3.4 “**Bid Due Date**” shall mean the last date for submission of Bids,
- 2.3.5 “**Business Day**” shall mean such day on which the offices of the Maharashtra Tourism Development Corporation are open for work;
- 2.3.6 “**EMD**” shall have the meaning Earnest Money Deposit;
- 2.3.7 “**Net Revenue**” shall mean all revenues appropriated / earned from the operations of all activities REDUCED by the liability of Govt. Taxes paid, if any.
- 2.3.8 “**Letter of Award**” shall mean the letter issued to the Successful Bidder by Authority.
- 2.3.9 “**License Agreement**” shall mean legal document to be signed between Authority and Preferred Bidder which shall remain in force for a period of Five (05) years and can be extended for a further similar term subject to the satisfactory performance by the successful / preferred bidder and shall broadly comprise of major terms & conditions for operation & obligations to be fulfilled by the Preferred Bidder;
- 2.3.10 “**Land**” shall mean the land that the Authority shall provide to the successful bidder to erect required infrastructure facilities and to undertake ancillary activities permitted under law.
- 2.3.11 “**Successful Bidder**” or “**Preferred Bidder**” shall mean the Bidder whose Bid has been accepted by Authority and has been issued a Letter of Award;
- 2.3.12 “**EOI**” shall mean this EOI document issued by Authority along with all Preformed and Formats hereto and any other information/documents attached hereto and shall also include any modifications, amendments, alterations or clarifications thereto Issued from time to time.

Chapter 3

TENDERING PROCEDURE:

3.1 Blank Tender Forms.

1. Tender Forms can be downloaded from the e-Tendering portal of Maharashtra Tourism Development Corporation Ltd., Mumbai, Government of Maharashtra i.e. <https://mahatenders.gov.in> after payment towards Tender Fees As per the Tender Schedule i.e. payment of tender fees, online.
2. The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tenders will be REJECTED.
3. All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non responsive. The supplier/manufacturer should clearly mention in forwarding letter that his offer (in Technical Bid/Cover, Financial Bid/Cover) does not contain any condition, deviations from terms and conditions stipulated in the tender.

Tenderers should have valid Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to <https://mahatenders.gov.in> and follow the procedure mentioned in the document; Procedure for application of Digital Certificate.

4. For any assistance on the use of Electronic Tendering System, the Users may call below Toll Free Telephonic Help Desk Number 1800-3070-2232

Mobile:+91-7878107985,+91-7878107986,+ 91-7878007972 and +91-7878007973

E-Mail: eproc.support@maharashtra.gov.in

3.2 Guidelines to Bidders

Special Instructions to the Bidders for the e-submission of the bids online Through this tender site:

<https://maharashtratourism.gov.in>

1. Bidder should do the registration in the tender site <https://mahatenders.gov.in> using the option available. Then the Digital Bidder should do the registration in the tender site Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized certifying authorities such as SIFY/TCS/nCode/MTNL/eMudhra.
2. Bidder then login to the site giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected As per tender requirements and then attached along with bid documents during bid submission.
5. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum (if any) published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwg formats. If there is more than one document, they can be clubbed together.
8. Bidder should get ready the tender form fee and EMD as specified in the tender. Both the fees should be paid online, within the bid submission date & time for the tender.
9. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
10. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
11. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
12. **Self Attested** scanned copies furnished at the time of bid submission online, should be valid and same with original document, otherwise the Tender shall be summarily rejected.
13. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
14. The E- Tendering system will notify a successful bid updating message after uploading all the bid documents. The submitted bid summary will be shown with the bid number, date & time of said bid.

15. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. Bidder shall take proper care regarding type/ mode/ version of the software/ dataware he is using while submitting the tender. Any delay / non-submission of tender due to this shall be attributable to the bidder only and MTDC shall not be responsible for this.
16. The bidder may submit the bid documents by online mode through the site (<https://mahatenders.gov.in>) as indicated in the tender.
17. The tendering system will give a successful bid updating message after uploading all the bid documents submitted & then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
18. The bid summary has to be printed by the bidder and kept as an acknowledgement as a token of the submission of the bid which will act as a proof of bid submission for a tender floated and also act as an entry point to participate in the bid opening date.
19. The Bidder should log into the web site well in advance for bid submission so that he / she submits the bid in time i.e. on or before the bid submission end time. If there is any delay caused due to any technical issues.
20. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
23. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual
24. For any other queries, the bidders are asked to contact through Mail etender.maha@nic.in

Chapter 4

Instructions to Bidders

- 4.1 E-Tender are invited from leading reputed single Indian Independent Private Limited or Public Company Registered/Agencies under Companies Act or Firm Competent to enter into contract for License as per Indian Law and meeting the Technical & financial Bid criteria may submit their tender.
- 4.3 Tender documents can be downloaded from the website <https://mahatenders.gov.in> or www.maharashtratourism.gov. Before the Bid Due Date. The bidders are required to submit the Tender Fee of Rs.5, 000/- (Rs five thousand only) - and EMD of Rs.2,00, 000/- (Rs Two lakh only)/- through online mode of payments.
- 4.4 Operators/Tenderers/Bidder Participants shall pay visit to the site to inspect the boat for estimate the repair and Maintenance cost of the each House Boat.
- 4.5 After awarding the work to tenderer, It is tenders responsibility to repair and service the House Boats prior to Operation and Manning of the Boat.
- 4.6 **Pre-bid Meeting:**
Pre-bid conference (for those who have willing to participate in the bid) will be held at **15.00 hrs. On 28/02/2018** at the office of Sr.Manager (Adventure Sports), MTDC on above address.
- 4.7 **Bidding Criteria.**
- 1) Bidder has to pay as a monthly minimum Rs. 30 Thousand per House Boats to the MTDC as a fixed rent of asset. Beside the House Boats rent the bidder has to repair the House Boats prior to operate, on their own cost In addition to that.
 - 2) Percentage Revenue Sharing with MTDC on net sale is the bidding criteria. (Net sale means total revenue **minus** applicable taxes). The bidder offering maximum percentage of revenue to MTDC will award the work.
 - 3) 5% Occupancy to MTDC on cumulative basis.
- 4.8 **Manner of Submission of tender and its accompaniments:**

Part-1 Technical Bid:

The Technical Bid/Cover shall contain the following documents (to be uploaded) along with documents mentioned in the tender notice

- 4.8.1 Scanned copy of valid certificate as a Registered Operator/Service provider/Manufacturer/Reputed Company in appropriate class as may be applicable in original or self attested copy thereof.

- 4.8.2 Scanned copy of GST registration number certificate in appropriate class of luxury service provider.
- 4.8.3 Scanned copy of Details of work with the value of work unfinished. (Copy of work orders/work completion certificate) **and** Scanned copy of Details of work of similar type and magnitude carried out by the tenderer. (Information to be given **annexure 3**). The Certificates should be signed by the Authority with whom the Operator/Agencies/Firm has executed the work. Tenderer should have adequate relevant work experience. The tenderer should have at least 2 years of similar type of work experience.
- 4.8.4 Scanned copy of certified copy of Partnership Deed and Power of Attorney, in case of a firm tendering for work. (Self Attested)
- 4.8.5 Scanned copy of Undertaking of Operator/Agencies/Firm/Individual that he had studied all tender documents, conditions and especially work methodology.
- 4.8.6 Scanned Copy of all the documents from Sr. No. 4.8.1 to 4.8.5 shall be given by Operator/Agencies/Firm/Individual in Technical Bid.

Even though the Bidder meets the above qualifying criteria they are subject to be disqualified if they have made:

Misleading or false representations in the forms, attachments submitted in proof of the qualification requirement

And / or

Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

(A) Documents **Constituting the Bid**: (a) the bidder shall submit its bids which are in accordance with the specifications and requirements as per format given in Annexure 2 & 4 through online.

(B) The Bid being submitted by the Bidder shall also upload the following documents:

- a) Firm Registration certificate. With copy of authorisation towards House Boat/Similar luxury Boats Operator/Firm/Organization/Agencies.
- b) The cumulative annual turnover of the tenderer during the last 3 financial years shall minimum 70 lakh. Certificate issued by auditors of the firm / Chartered Accountant must be submitted.
- c) Pan card of registered firm/company.
- d) Demonstration of Relevant technical and financial capacity as per the attached format in **Annexure-2**.
- e) Copy of GST registration.
- f) Memorandum of Corporation/ Partnership Deed.
- g) Proof of work orders, work completion certificate of similar type of work should be submitted.
- h) Declaration/ Undertaking against the documents submitted by Bidder.

Part-2 Financial Bid

- a) Letter Comprising the Financial Offer as in **Annexure 4**.

In the event a qualified Bidder wants to withdraw the Bid, the EMD of such Bidder shall be forfeited and he shall be blacklisted for at least 03 (Three) years for MTDC's work/tender/jobs. The EMD's of all unsuccessful Bidders will be refunded, without any interest, after the Letter of Award has been accepted by the Successful Bidder.

TIME TABLE

Tender No.MTDC/Advt/House Boat Manning/WS/A-285-II/2018.

Operation, Maintenance/Repair and Management of House Boats On "As on where is basis" at various locations in Maharashtra.

Date of issue of Tender forms : 22.02.2018 between 12.00.p.m.

Pre-Bid Meeting : 28.02.2018 between 03.00. p.m.

Due date and time for receipt of Tender: 7.03.2018, 03.00 P.M.

Date and Time for opening of Tender : 9.03.2018, 03.00 P.M (If possible)
(1st Envelop)

Price of Tender Form : Rs. 5,000 /- (Non refundable)

In case the same is downloaded from the website, then the amount of **Rs.5, 000/-** (Rupees Five Thousand Only) is required to be paid through online payment mode.

Time limit for Contract agreement – 5 years including Monsoon.

Sd/-
Managing Director,
Maharashtra Tourism Development
Corporation Ltd.

Chapter-5

(A) SCOPE OF WORK:

- 5.1 The contractor will be responsible for daily up-keep and maintenance/Repair of the all boats and equipments as per the technical manual.
- 5.2 Operators/Tenderers/Bidder Participants shall pay visit to the site to inspect the boat for estimate the repair and Maintenance cost of the each House Boat.
- 5.3 After awarding the work to tenderer, it is tenderers responsibility to repair and maintenance of the House Boats prior to Operation and Manning of the Boat.
- 5.4 The Operator/Bidder will insured the entire crew member operating the House Boats. If shall have any accidents, death MTDC will not take any liability of the crew members.
- 5.5 The contractor will keep the Boats and all equipments in safe & sheltered place as instructed by MTDC for its good life.
- 5.6 Any type of repair to be undertaken with proper consultation & permission from concerned MTDC officials.
- 5.7 The House Boat facility to include, 2 Luxury rooms in each House Boats, Generators, Entertainment appliances like (Television set, Music system) etc. (For that Tenderer/Operator will follow the instruction as per point no. 5.2) MTDC will provide total 6 House Boats as below.

Sr. No.	Name of the House Boat	Place of work.	Qty. of H. B
1	Panchganga	Bankot-Ratnagiri	1
2	Koyana	Dabhol-Ratnagiri	1
3	Tarkarli	Tarkarli-Sindhudurga	4

- 5.8 The operator shall deploy certified trained staff for operation of the House Boats and shall ensure security and safety along with proper insurance cover of the tourists.
- 5.9 Operator shall submit tourist package for each House Boats with estimate cost of each facilities.
- 5.10 Operator shall be responsible for periodic maintenance, repairs upkeep of boats/equipment.
- 5.11 The operator shall have permission for advertisement, Film shooting, events & sponsorship at the place of House Boats Operations vicinity only subject to prior approval of the Maharashtra Tourism Development Corporation and concerned government authorities and their respective Departments.
- 5.12 The operator would also be responsible for the maintenance and upkeep of following works:
 - 5.12.1 Support Facilities and on-site infrastructure like boundary wall / fencing, internal road network, parking areas, security, water supply, noise & air pollution prevention arrangements, sewage treatment, waste management as approved by environmental department, fire-fighting, landscaping and other services as required.
 - 5.12.2 Electrification & fire fighting, plumbing & sanitation, parking area, entry gate, compound wall, utilities etc.
 - 5.12.3 Other tourism infrastructure and commercial facilities around the around the House Boat Operating areas etc.

5.12.4 Ancillary infrastructure necessary for smooth functioning of the above.

Any kind of Revenue generated from operation i.e. from fare taken from passengers, advertisements, shooting, photography, House Boat activities etc. Shall be shared with MTDC at the rate of percentage quoted.

- 5.13 In hospitality of House Boats bidder shall have 1) Cooking foods as per the tariff
2) Cleaning and up keeping of rooms

Note: The Scope of services specified above is not exhaustive and the Operator shall undertake such other tasks as may be necessary to appraise the project as required from time to time.

(B) General Specification of House Boats
As per Annexure 8

5.14 Survey of House Boat, Insurance, shall be done by successful bidder during the contract period.

5.15 Repairing, Boat rent functions etc. Finance related work shall be done by the bidder by giving Intimation to MTDC.

Chapter 6

General Terms and Condition

- 6.1 The Tenderer shall not have been debarred as House Boat/Luxury Yacht operator of the same or similar work for any Department of the Government of India or any State Government. If the statement given is found false the Work order will be cancelled and EMD/Performance bank guarantee submitted by the tenderer will be forfeited. Undertaking given by tenderer that he is not debar/blacklisted/defaulters.
- 6.2 The tenderer must be in the business of similar or higher capacity House Boat/Luxury Yacht/Luxury Boats operator. Experience of the same shall submit at the time of bid submission.
- 6.3 The final acceptance of the Bidder rests entirely with the Managing Director, Maharashtra Tourism Development Corporation who do not bind themselves to accept the highest or any tender.
- 6.4 **The selected operator/agency will have to submit an irrevocable Operation Performance Security of Rs.2,00,000/- (Two Lakhs) for each House Boat in the form of DD in favour of Maharashtra Tourism Development Corporation Ltd from any Nationalized Bank or Scheduled Bank. 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.**
- 6.5 **For the performance guaranty amount and EMD bidder shall not get any kind of Interest.**
- 6.6 **The selected operator/agency will have to submit an irrevocable equipment/asset security deposit of Rs 2, 00,000/- (Rs Two Lakh only) in form of DD in favour of Maharashtra Tourism Development Corporation Ltd from any Nationalized Bank or Scheduled Bank. 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.**
- 6.7 Tenderer should carefully read the technical specification before uploading their documents.
- 6.8 The authority will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the Maximum % of revenue share to MTDC. The revenue in the form of ticket selling, advertisement, functions, Shootings etc.
- 6.9 Financial bid of only those bidder would be opened who are qualified the in Technical Bid.
- 6.10 E.M.D. and performance guarantee will not bear any interest what so ever.

- 6.11 In case of Operator/Agencies/Firm becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the successful bidder shall commit any act of insolvency or in case in which under any clause or clauses or this contract the successful bidder shall have rendered himself liable to damages amounting to the whole of his performance guarantee deposits. The contract shall, thereupon, after notice given by the MTDC's Authority to the operator of House Boat, be determined and the Maharashtra Tourism Development Corporation may complete the same work in such time and manner and by such persons as the Corporation shall think fit. But such determination of the successful bidder shall be without any prejudice to any right or remedy of the Corporation against the work order. All expenses and damages caused to the Maharashtra Tourism Development Corporation, Govt. of Maharashtra by any breach of contract by the successful bidder shall be paid by the successful bidder to Maharashtra Tourism Development Corporation, and may be recovered from him under the provisions of the relevant Act in force in the State.
- 6.12 In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be initiated only in the court at Mumbai or Arbitration shall be a means to settle any dispute.
- 6.13 Any sum of money due and payable to the Bidder (including Performance guarantee deposit returnable to him) under this contract may be appropriated by the Managing Director, Maharashtra Tourism Development Corporation Ltd. and set off against any claim of the Maharashtra Tourism Development Corporation Ltd. for the payment of a sum of money arising out of or under any other contract made by the Bidder with the Maharashtra Tourism Development Corporation Ltd. Any sum of money due and payable to the successful Bidder from Maharashtra Tourism Development Corporation Ltd. shall be adjusted against any sum of money due to Maharashtra Tourism Development Corporation Ltd. from him under any other contracts.
- 6.14 Every notice hereby required or authorized to be given may be either given to the successful Bidder personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the Bidder by post at his usual or last known place of abode or business and if so addressed and posted shall be deemed to have served on the successful bidder on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.
- 6.15 The Bidder shall undertake Operation, Maintenance/Repair and Management of House Boats at various locations of Maharashtra, according to the standard specifications given in the tender.
- 6.16 Any attempt on the part of the Bidders or their agents to influence the Maharashtra Tourism Development Corporation Ltd. in the favour of personal canvassing the concerned bidder will disqualify the bidder from the bidding process.

6.17 Special conditions if any of the Bidders attached with the Tender will not be applicable to this Bidder unless they are expressly accepted in writing by the MTDC. And conditional bids will be disqualified from the bidding process.

6.18 **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 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.

6.19 Payment Terms:

- 1) Bidder shall deposit monthly rent of House Boats and equipments on 5th Day of the month.
- 2) Bidder shall submit business from the said work in monthly sheet format with MTDC share from the business as per revenue share offer in the bid documents.
- 3) Bidder shall deposit monthly revenue share as per tender condition to the MTDC on the 5th day of the month.
- 4) Delay/Failure in depositing any payments of licenser in duly specified period, liquidation penalties levied to the bidder as per terms of liquidation mention in the tender and agreement.
- 5) Failure to pay rent and revenue share by 5th day of the month will attract interest 18% per annum.

6.20 Force Majeure

Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injections, labour strikes, other than those of Seller or its suppliers, that prevent Seller from furnishing the materials or equipment and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay or mitigate the effect of such acts, events or occurrence and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

6.20 Miscellaneous

- a) The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- b) If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.

- c) This Agreement may not be amended for any other reason without the prior written agreement of both parties.
- d) This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- e) Neither party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- f) This Agreement shall be governed by the laws of the state. Only Court of Mumbai will have jurisdiction.
- g) Safety of passengers/Tourist shall be the responsibility of the bidder.
- h) Bidder shall responsible for accident initiated at the workplace or during the operation of House Boat.

Chapter 7

Qualification Criteria:

- 7.1 The tenderer should be a single Indian Independent Proprietorship, Partnership, Private Limited or Public Company Registered under Companies Act, Firm or Agencies Competent to enter into contract for License as per Indian Law and meeting the Technical & financial Bid criteria may submit their tender.
- 7.2 The Tenderer should not have been debarred as operator of the same or similar work by any Department of the Government of India or any State Government.
- 7.3 The tenderer shall have adequate experience of successful Operation, Maintenance and management of House Boats/Yachts/ Similar Luxury Boats centre and and similar type of work service support in the past 3 years to Government departments or Private Sector Units.
- 7.4 The tenderer has to submit a Solvency Certificate from a Scheduled Bank / Foreign Bank for minimum Rupees 30 lakh (Rupees Thirty Lakh only).
- 7.5 The Tenderer should be registered under the CGST.
- 7.6 Tender should have relevant work experience as per qualification criteria.
- 7.7 The tenderer must meet all the Qualification Criteria of the Tender and non-adherence to the 'Qualification Criteria' shall make the Tender liable to be rejected.
- 7.8 TECHNICAL (Experience) ELIGIBILITY CRITERIA**

Sr. No.	Description of Technical Eligibility Criteria	Documents required
1.	<p>Minimum 3 years experience as on date of publishing of the tender of operation and conducting House Boat/Luxury Yacht/Luxury Boats activity at any water body in India.</p> <p>Experience in rivers, pond, streams and lakes etc. shall also be considered</p>	<ol style="list-style-type: none"> 1. License Agreement / Agreement between Bidder and Government / Government Undertaking/orgnization permitting the Bidder to conduct Boat/Luxury Yacht/Luxury Boats activity, if any 2. Permission from Police Department, if applicable 3. Permission from Tourism Department, if applicable 4. Registration with Entertainment Duty Authorities / Payment Challans / Letter from Entertainment Duty Department confirming commencement date and status of bidder activity as on date of Tender Notice.

2.	<p>Activities Like</p> <ol style="list-style-type: none"> 1) House Boat Daily Ferry. 2) Room Hospitality. 3) Food Surfing. 4) Entertainment/Function/Shooting. Etc. 5) Fishing from the House Boats 6) Other activates planned by the Tenderer/Bidder. 	<ol style="list-style-type: none"> 1. Rate List 2. Copy of Extract of Weekly Entertainment Duty Register duly signed by concerned officer of the Entertainment Duty Department, if applicable.
3.	<p>Minimum 1(two) Managers having minimum 5 years experience and professional capability to operate, maintain and manage House Boats/Luxury Boats activities and tourism facilities at each location.</p> <p>Bidder to provide organization structure</p>	<ol style="list-style-type: none"> 1. Details of managerial personnel , with their qualifications and experience with Bidders firm 2. Skill Matrix
4.	<p>Trained and Certified Operations personnel like crew Members, Hospitality staff, Cook etc. for Operation/ Maintenance/Repair Manning supervising House Boat activities.</p>	<ol style="list-style-type: none"> 1. Details of personnel with current job profile (Short Form) 2. Skill Matrix 3. Certificates for Lifeguard and Boat handling 4. ESIC Payment Challan 5. EPF Payment Challan 6. Labour welfare payment challan 7. List of employees presently in service with their joining date
5	<p>The bidder should have its own Fleet.</p> <p>Note:- Fleet is the supporting accessories required to operate the House Boats like, Additional Boats, water sports equipments, Entertainment water sports equipments.</p>	<ol style="list-style-type: none"> 1. List of fleet 2. Registration Certificates of powered fleet
6	<p>Making available trained manpower and equipment for emergency rescue operations or providing of rescue services at the request of authorities</p>	<ol style="list-style-type: none"> 1. Request letters from government authorities 2. Appreciation letters from government authorities
	Description of Financial Eligibility Criteria	Documents required
8	<p>Bidders' Turnover – Average of Rs 70, 00,000/- (Rupees seventy Lacs only) during the financial years ending 31 March 2016; 2017 and 2018.</p>	<ol style="list-style-type: none"> 1. Audited Financial Statements for the financial years ending 31 March 2016, 2017 and 2018 duly audited. 2. Chartered Accountant Certificate as per Proforma B.
9	<p>Bidders' Income - Not less Rs 35, 00,000/- (Rupees Thirty Five Lacs Only) from activity of House Boat/Luxury yacht/Luxury boat/</p>	<ol style="list-style-type: none"> 1. Chartered Account Certificate as per Proforma B

	operations for the years ending 31 March 2016; 2017 and 2018.	
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Bidders are informed that submission of evidence in support of the eligibility criteria with contact details of references for cross verification is compulsory. No waiver or request for time to submit such evidence complete with references for cross verification shall be entertained.

7.9 BAR CHART

Bidder shall submit a detailed weekly bar chart showing the following activities.

Raining.

- 7.9.1 Procurement of Equipment.
- 7.9.2 Establishment of Infrastructure and facilities.
- 7.9.3 Commencement of operations.

Chapter- 8
8.1 MARKING SYSTEM

Sr. No.	Description	Total Marks	Y	N
1	Experience in operation of House Boats/Luxury Yacht/Luxury Boat at any coastal water body, Lake or river in India	10 Marks Maximum		
A	Work Experience of 2 years	5		
B	Work Experience above 2 years to 4 years	7		
C	Work Experience above 4 years to 5 years	8		
D	Work Experience above 5 years	10		
2	Number of different types of Water Sports/Other Sports/Entertainment Activities proposed. Note: - Proposed concept to be documented, with relevant details and water sports activity proposed along with area requirement, manpower deployment and equipment used (except House Boat provided by MTDC) by bidders.	5 Marks Maximum		
a	Minimum 2 types of activity	2		
b	Above 2 to 4	3		
c	Above 4 to 5	4		
d	Above 5	5		
3	Safety rules observed and training details before Operations of House Boats.	5		
4	House Boats/Luxury Boats operating functional.	5		
5	Number of Managerial persons at each locations (for which bid has been submitted) having minimum 5 years experience in Operation of House Boats/Luxury Yacht/Luxury Boats/Similar work – operations and administration	10 Marks Maximum		
a	Minimum 1	4		
b	Above 1 to 2	6		
c	Above 2 to 3	8		
d	Above 3	10		
6	Employing of trained and Certified Operators for House Boat, Water Sports, Rescue Operation, and Hospitality Staff activities Certified means trained lifeguard (beach) and certified for House Boat / Luxury Boats / Luxury Boat etc, Towing boat handling. (NZWS, YAC, and MMB), Hospitality Staff's Certificates from the recognise institutes.	10 Marks Maximum		
a	Upto 4 persons	5		
b	Above 4 to 6 persons	6		
c	Above 6 to 10 persons	8		
d	Above 10 persons	10		

Sr	Description	Total Marks	Y	N
7	Equipment Fleet	10 Marks Maximum		
a	Upto 2 powered vessels	3		
b	Above 3 and upto 5 vessels	7		
c	Above 5 vessels	10		
8	Assistance to local authorities in times of aquatic emergencies	5 Marks Maximum		
a	Annually for every year for a minimum of 1 years	2 marks for described activity under 6 (a)		
b	More than once a year for a minimum of 2 years	2 marks for described activity 6 (b)		
c	During notified aquatic disasters during the experience period	1 mark for described activity 6 (c)		
9	Financial Strength	10 Marks Maximum		
A	Turnover – 5 Marks			
a	Minimum average annual turnover of upto 50 lacs (Financial Years 2014- 2015; 2015- 16 and 2016-17)	3		
b	Minimum average annual turnover of above Rs 50 lacs to Rs 75 lacs (Financial Years 2014- 15; 2015- 16 and 2016-17)	4		
C	Minimum average annual turnover of above Rs 75 lacs (Financial Years 2014- 15; 2015- 16 and 2016-17)	5		
B	Income from House Boat / Luxury Boats / Luxury Boat etc, Operation – 5 Marks			
a	Minimum average income from House Boat operation, manning and maintenance/Repair/similar work upto Rs 25 lacs (Financial Years 2014- 15; 2015- 16 and 2016-17)	3		
b	Minimum average income from House Boat operation, manning and maintenance/similar work above Rs 25 lacs to Rs 35 lacs (Financial Years 2014- 15; 2015- 16 and 2016-17)	4		
c	Minimum average income from House Boat operation, manning and maintenance/similar work above Rs 35 lacs (Financial Years 2014- 15; 2015- 16 and 2016-17)			

8.2. **BIDDER DETAILS.**

Sr. No.	DESCRIPTION	DETAILS
1	COMPANY / FIRM NAME	
2	TYPE (Individual/ Partnership/ Pvt. Ltd / Public Ltd/Proprietary)	
3	DATE OF INCORPORATION (For Companies) / DATE OF REGISTRATION (for Partnership)	
4	COMPANY/ FIRM No	
5	REGISTERED OFFICE	
6	CONTACT DETAILS	
7	CONTACT PERSON	
8	BRANCH OFFICE (if any)	
9	PAN No.	
10	GST Registration No. /Certificate	
11	Shop & Establishment Registration certificate.	
12	ESIC Registration Number	
13	EPF Registration Number	

Documents to be enclosed

- a. PAN Card.
- b. Memorandum of Association & Articles of Association (for company) / Partnership Deed for firm.
- c. CGST Registration No. /Certificate Certificate.
- d. Shop & Establishment Registration.

Chapter-9
DRAFT OF AGREEMENT (Leave and licence form)

Operation, Maintenance/Repair and Management of House Boats On “As on where is basis” at various locations in Maharashtra.

This Agreement is made on this ----- day of ----- 2016 at Mumbai

BETWEEN

MAHARASHTRA TOURISM DEVELOPMENT CORPORATION LIMITED, a Government of Maharashtra Undertaking a body corporate incorporated under the Companies Act, 1956 and having its office at Apeejay House, 4th floor,3,Dinshaw vaccha road, Nr. .K.C collage churchgate Mumbai-400020 hereinafter referred to as “Licenser ” (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the FIRST PART.

AND

_____, a _____, having its registered office at _____, represented herein by its _____, hereinafter referred to as the “License” (Operation, Operation/Maintenance/ repugnant to the content or meaning thereof be deemed to mean and include its _____) of the OTHER Repair and Management of House Boats/Activities), (which expression shall unless PART.

WHEREAS, vide Tender Notice No. _____ dated _____, the LICENSER had invited Bids for manning, operating, and management of House Boats On “As on where is basis” at various locations in Maharashtra State for a period of 5 years on certain terms and conditions which are included in tender document Section A and B (hereinafter called the “Said Work”);

AND WHEREAS, vide letter dated _____, the _____ submitted its Bid for the Said Work;

AND WHEREAS vide Work Order No. _____ dated _____, the LICENSER accepted the bid submitted by _____ on the terms and conditions mentioned in the Said Work Order;

NOW, THEREFORE, THIS AGREEMENT witness and the Parties hereto mutually agree as under:-

Terms

1. The LICENSER may extend this Agreement for a further period of 5 years, subject to the LICENSER communicating in writing of its intention to extend this Agreement not later than 180 days before the expiry of the initial period of 5 years. For the purpose of this Clause, this Agreement shall expire by efflux of time unless extended by the LICENSER as provided in this Clause. The licensor reserves its rights for further extension.
2. Skilled operators (Boat Master, Crew, Mariner, etc) required by the License for the Said Work shall be deployed and recruited by the License, by keeping in mind the terms set out in the Tender. The Manpower to be recruited and employed by the License to be provided by the Operator is listed in ‘**Annexure-1**’ of this Agreement.
3. All the House Boats required for the Said Work shall be provided by the Licensor. The quantity and the specifications of House Boats shall be provided by the Licensor is given in “**Annexure-2**”.
4. (a) On or before the execution of this Agreement the License shall provide a sum of Rs.2 lacs per House Boats (Rupees two lacs only) in form of Pay Order/ Demand Draft of a scheduled bank payable at Mumbai as and by way of Security Deposit for security of equipments. This Security Deposit shall be returned to the License at the end of the contract subject to the satisfactory performance of the Work. The License will not be entitled to receive any interest on the Security Deposit.

(b) In addition to the Security Deposit, the LICENSER shall retain 2% from the Yearly bills of the Operator as Performance Security, which shall be released to the Operator at the end of the 3rd month after evaluation of the performance of the Operator for the subject month No interest shall be paid on such retention.

Terms & Conditions

5. The Operator shall:-

- (i) Undertake the said Work for the Contract Period and during the Contract Hours in the said work as stipulated in Clause (3) above;
- (ii) Undertake the said Work by deploying manpower as detailed in **Annexure-1** referred above;
- (iii) Operate and Manage the said Work by ensuring/deploying trained manpower in the stipulated strength and at all times during the Contract Hours of the Contract Period;
- (iv) Submit skilled operators (Boat Master, Crew, Mariner, etc) details to the LICENSER as per **Annexure-2** within 15 days of commencing the Work. Further the Operator shall submit the manpower details as per **Annexure-3** to the *Nominated Person* every month and shall submit the same on or before the 7th of the month succeeding the month for which the details are required to be provided i.e. the same shall be furnished Yearly during the contract period;
- (v) The **License** shall every month submit details of deficiency in services/non-human resources as per **Annexure-4**.
- (vi) It will be the sole responsibility of the License to deploy certified skilled operators/Staff as per IV Act 1917, as amended, to undertake the said work.
 - a) Master Driver :
 - b) Engine Driver :
 - c) Crew (Seaman/GP Rating) for 24 hrs. Duty.
 - d) Boat Operator :
 - e) Hospitality Employees.

6. The LICENSER shall levy a penalty as detailed in **Annexure-2** for deficiency in service. The penalties shall be recovered from the Monthly/Yearly bills of the Operator.

7. The License covenants with the LICENSER that:
 - (i) Insurance policy for personnel and boat equipments shall obtain by the License and shall be kept valid and be revalidated in time during the Contract Period. A copy of the same shall be provided on request to the LICENSER.
 - (ii) License shall not make use of the equipments or the infrastructure for any other purpose except for the Said Work.
 - (iii) License shall allow the authorized officer of the LICENSER / Nominated Person to inspect the house boats, take stock of the House Boats and equipments, at all reasonable times;
 - (iv) License shall furnish to the LICENSER reports, documents and other particulars namely Incident Report, Monthly/Quarterly and Annual Performance Report, all required documents.
 - (v) License shall not later than the 15th of the month succeeding the month in consideration submit a copy of the Yearly Incident Register to the LICENSER in the form submitted in **Annexure-5**.
 - (vi) License shall abide by all the rules and regulations relating to employees employed by the Operator for undertaking the Said Work and shall make payments to its employees under the various statutory provisions of the various Acts applicable including the Minimum Wages Act, Provident Fund Act and Employees State Insurance Act etc., and the LICENSER shall neither in any way be responsible in case of default of the License in payment to their employees nor the employees so employed shall have any claim for employment with the LICENSER in the event of the expiry of this Agreement or its prior termination.
 - (vii) The use of the Licensed Premises/House boat is to be permitted for a limited period as set out herein and that the Licensee will not have and nor will they claim any interest in the Licensed Premises/House Boat nor any other right therein except as a bare Licensee;

- (viii) The Licensee shall use the Licensed Premises/House boats for the purpose of the permitted business and house boat services only and has obtained all the licenses, permits and consents in respect thereof.
- (ix) Subject to the other terms and provisions of this Agreement and subject to the right of the Licensor to deduct and appropriate dues, if any, payable by the Licensee to the Licensor under the terms and provisions of this Agreement and/or under any other arrangement duly agreed in writing between the parties, the aforesaid Security Deposit shall be refunded by the Licensor without interest to the Licensee on the expiration of this Agreement by efflux of time or on the sooner revocation and determination thereof after the Licensee has complied with all the obligations to be complied by it under this Agreement on the expiration or sooner revocation and determination thereof simultaneously with the handing over of vacant, quiet and peaceful possession of the said Licensed Premises by the Licensee to the Licensor.
- (x) The said premises shall be utilized by the Licensee solely and exclusively for carrying on the said Business as aforesaid and for no other purpose.
- (xi) The License to use the Licensed Premises agreed to be granted by the Licensor hereunder is for the Licensee only and the Licensee shall not in any manner share with or sell, sub-let, assign, mortgage or transfer in any other manner to any person whosoever any of the benefits or rights available to the Licensee under this Agreement and shall not part with the possession of or sublet or give the Licensed Premises or any portion thereof on Leave and License basis or any other basis to any third party.
- (xii) The Licensee shall not induct any third party or create any third party interest in the said premises or any part or portion thereof and shall not transfer or assign the benefits of this Agreement to any third party or person, as this License is non-transferable and personal in nature. The Licensee shall use the said premises for its purpose only and shall not sublet or under let or induct any third party in the Licensed Premises/House boats.
- (xiii) The Licensee shall ensure that the Licensed Premises/House boats and the right, title and interest of the Licensor therein is not encumbered, prejudiced or jeopardized in any manner and does not become the subject matter of any litigation or claim by any third party on account of any act or omission on the part of the Licensee or any person claiming through or under it;
- (xiv) The Licensee shall not change the constitution of the Licensee so as to materially affect the rights or interest of the Licensor in respect of the said premises.

- (xv) The Licensee shall use the Licensed Premises/House boats with due care and caution and maintain the same always in good, neat and proper repair and condition, subject to normal wear and tear.
- (xvi) The Licensee shall, on the expiry or sooner determination of this Agreement, handover the said premises to the Licensor in the same condition as provided under these presents with all fixed improvements (without any compensation), save and except reasonable wear and tear caused by the removal of the furniture, movable fittings and fixtures. In the event of any damage caused to the said Licensed Premises/House boats, the Licensor shall be entitled to refuse to receive the Licensed Premises/House boats till such damage is rectified and the Licensee shall be liable to pay compensation which is equivalent to the amount incurred for repairing such damages.
- (xvii) The Licensee shall take adequate care of all their articles in the said Licensed Premises/House boats and shall not hold the Licensor responsible or liable for any loss or damage suffered by the Licensee on account of any theft, fire, flood or other destruction caused to or in the said premises/House boats or to any items, articles, fixtures, fittings, equipments, things or property brought by the Licensee in the said Licensed Premises or by any act, default or omission on the part of the occupants of the premises or their servants, agents, visitors, representatives and / or staff. The Licensee may take adequate insurance to secure their goods, materials, articles and other things lying in the Licensed Premises during the term of this agreement.
- (xviii) The Licensee shall not bring in the said premises/ House boats any illegal or contraband goods or articles or any combustible, hazardous or inflammable substance/s at any time in any manner whatsoever. The Licensee shall not bring in or store in the Licensed Premises any materials or things which are combustible, hazardous or which may imperil the safety of the Licensed Premises/House boats; which will endanger the lives of persons, and the Licensee shall not do anything in the Licensed Premises/House boats which may violate the provisions of any Laws, Rules and Regulations.
- (xix) The Licensee shall keep the interior of the said Licensed Premises and the Licensor's fixtures and fittings, including electrical, sanitary and plumbing fixtures therein in good and tenantable repair and condition, except reasonable wear and tear.
- (xx) The Licensee shall remove itself from the said Licensed Premises along with all its staffs, employees and their belongings, upon the expiry or earlier determination of this agreement in accordance with the terms hereof, and leave the said Licensed

Premises in good order and condition, subject to reasonable wear and tear caused as a result of the removal of the furniture, fixtures, and fittings.

- (xxi) The Licensee shall not challenge, withhold or seek any remission or rebate in its liability to pay the License Fee or any other amount payable hereunder by the Licensee to the Licensor, under any law or due to the change in any law (whether present or future);
- (xxii) The Licensee shall be solely liable and responsible in all respects for all acts and omissions of itself, its employees, customers, and agents and for all claims of any nature made against it and no such claim shall be enforceable against the Licensed Premises under any circumstances. The Licensee agrees and undertakes to make good at its own cost and expense any loss or damage caused to the Licensed Premises or House boats/property or any part or portion thereof, on account of anything done in or to the Licensed Premises by the Licensee, its employees, customers, and agents within 30 (thirty) days of the occurrence of such loss or damage; failing which the same shall be made good by the Licensor at the costs of the Licensee. No lease, tenancy, sub tenancy or otherwise of any nature whatsoever is being created or purported or intended to be created in favor of the Licensee by the Licensor under and in pursuance of this Agreement and it is distinctly and unequivocally understood, agreed and declared by and between the Licensor and the Licensee that the possession, charge and control of the said premises shall at all times be and be deemed to be with the Licensor and the Licensee shall merely have a permission to use the said premises for a period of 60 months only. The Licensee shall not claim at anytime hereafter (whether as a result of any new law or any change in existing law or otherwise on any ground whatsoever) any right which is contrary to or inconsistent with any of the terms, condition and/or provision of this Agreement.
- (xxiii) The licensee hereby agrees to indemnify and keep indemnified and harmless the Licensor here from time to time, at all times hereafter against all losses, claims, demands, proceedings, expenses, costs and consequences whatsoever on full Indemnity basis which the Licensor may sustain, incur or suffer of be exposed to in connection with Licensor executing the instructions of the Indemnifier for providing services aforesaid or in consequence of any act, deed, matter of thing whatsoever in any manner arising out of land/or relating to providing such services.
- (xxiv) This agreement is a mere License given to the license to operate to operate and run the aforesaid activities only.
- (xxv) The relation of the parties under this agreement is that of a Licensor and Licensee only.

Termination

8. In the event the License fails to perform material obligations under the contract agreement, or specifically fails to meet the following milestones, the LICENSER will give 30 days' notice period calling upon the License to rectify the breach, If License fails to rectify the breach the LICENSER shall reserves the right to terminate the contract immediately on following breaches.
 - a) Failure to provide skilled human resources within 60 days of signing of the Agreement.
 - b) Failure to continue to deploy skilled human resources.
 - c) Use and or diversion of resources for the purposes other than that of the contracted Work.
 - d) Failure to pay timely rent and revenue share to licensor.
 - e) Failure to submit details of the deficiencies in Human Resources.

9. Notwithstanding anything to the contrary contained in these presents it is expressly agreed by and between the parties hereto that in the event of any breach of these presents by the LICENSER, the License shall request the LICENSER to remedy such breach and the LICENSER shall take all reasonable steps as may be necessary to remedy such breach and in any event within 30 days from the License informing the LICENSER of such breach.

10. The LICENSER shall be at liberty to require the License to provide the Said Work at locations mention in the State of Maharashtra subject to the LICENSER agreeing to bear the cost of such additional Work mutually agreed in writing by the Parties hereto.

11. Notwithstanding anything contained in this Agreement or contrary to what is stated hereinafter, the License shall not be liable to perform in whole or in material part its obligations under this Agreement if such failure is on account of acts of nature, riots, acts of terror, war or any other cause beyond the control of the License provided the License immediately notifies the LICENSER of the occurrence of the event of force majeure and takes all reasonable steps necessary to resume performance of its obligation so interfered with. The License shall resume performance as soon as possible after the event of force majeure has ceased.

12. Notwithstanding anything to the contrary contained in these presents, it is expressly agreed by and between the parties hereto that the LICENSER shall be at a liberty to procure sponsors, grant advertisement rights, media rights relating to on the uniform, infrastructure, equipment etc., which shall be use / established / procured for the implementation of the Said Work in the above beaches/places. The income so generated from such sponsors shall accrue solely to the LICENSER.
13. In the event of the termination the License fail to handover quick, vacant & peaceful position of the house boats and licenser provided the Licenser should pay Rs. 1000 per day/Per House Boat till the date of landing over position.

LEGAL LIABILITIES

1. Independent Contractor

Subject to the terms and conditions of this agreement, the Corporation hereby engages the contractor as an Independent Contractor to perform the services set forth herein and the contractor hereby accepts such engagement.

This agreement shall not render the contractor an employee, partner, agent of, or joint venture with the Corporation for any purpose. The Contractor is and will remain an independent contractor in her/his relationship to the Corporation. The Corporation shall not be responsible for withholding taxes with respect to the contractor's compensation hereunder. The Contractor and his employees or agents shall have no claim against Corporation hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.

The relationship between the parties shall always be that of the Licenser and License. License shall not claim for the employee and employer relationship.

2. Arbitration

In the event of disputes, differences, controversies and/ or claims arising out of or in connection with this Agreement or in any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties hereto shall first endeavour to settle such differences, disputes, claims or questions by mediation before the Managing Director of MTDC and the LICENSER and failing such settlement the same shall be referred to Arbitration of a Sole Arbitrator such appointment and arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof for the time being in force and shall be held in Mumbai and be conducted in the English Language only. The venue of such Arbitration in Mumbai City only.

The License shall not be required to continue to provide the Said Work if the dispute or difference is not decided within 90 days from the date of reference of such dispute or difference provided however the License may continue providing the Said Work at the written request of the LICENSER after the aforesaid period.

The License shall not be required to continue to provide the Said Work in the event termination this Contract by the LICENSER after the dispute or difference has been referenced for mediation/ arbitration from the month succeeding the month of such termination.

3. Jurisdiction

The Parties further agree that only the Courts of Jurisdiction in Mumbai shall have exclusive jurisdiction in all matters arising hereunder.

4. Assignment

The License shall not assign any of his/her rights under this Agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of the Licenser.

5. Insurance

The License shall carry liability insurance (including malpractice insurance, if warranted) inclusive of third party insurance and any services License performs for the licenser. The Licenser is not held responsible for any claim of insurance also will not entertain any insurance claim.

6. Modification or Amendment

No amendment, change or modification of this Agreement shall be valid unless in writing signed by the Licenser. Licenser hereby reserves the right of amend, rescind, alter, modify the said agreement at any time. The tender document will form a part of the agreement.

7. Penalty

In case the License fails to deploy the technical staff as per agreed terms, contractor shall be liable to pay a reasonable amount not exceeding a sum of Rs.2,000/- (Rupees two thousand only) per boat for each day of default.

A Security Deposit will be withhold to pay for damage.

14. All notices given by either party shall be sufficiently served if delivered by hand or sent by recorded delivery to the other party at the following address:

(A) LICENSER : The Managing Director
Apeejay House, 4th floor,3,
Dinshaw vaccha road, Nr. .K.C collage
churchgate
Mumbai-400020.

(B) License: _____
Designation:
Address:

Unless an alternate address has been specified through a written notice thereof to the other party. Any notice shall be deemed to have been received by the party to whom it is addressed if it is addressed by pre-paid registered post to the address of such parties set out above or to another address which may have been specified by such party by a written notice as aforesaid.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED AND SEALED
THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED AND DELIVERED)

By the within named LICENSER)

Maharashtra Tourism Development)

Corporation Limited through its Managing)

Director)

In the Presence of)

)

1))

)

2)

License:)

SIGNED AND DELIVERED

By the within named Service Provider)

)

In the Presence of)

)

1))

)

2))

Chapter-10

On Rs.100/- non-judicial stamp paper

POWER OF ATTORNEY IN FAVOUR OF LEAD BIDDER

WHEREAS the Maharashtra Tourism Development Corporation limited has invited applications from interested parties for the Managing and Operation, Maintenance/Repair and Management of House Boats On “As on where is basis” at various locations in Maharashtra.

Whereas... and..... (collectively the “Consortium”) being Members of the Consortium are interested in submitting their Offer for the said Work in accordance with the terms and conditions of the Tender , and Whereas, it is necessary for the Members of the Consortium to designate the member meeting the technical eligibility criteria as the Lead Bidder 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 and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s.

..... Having our registered office at, M/s.

(Hereinafter collectively referred to as the “Licensers”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Bidder and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Work and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the prequalification of the Consortium and submission of its bid for the Work , including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the MTDC , and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Work. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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/ Consortium.

IN WITNESS WHEREOF WE THE LICENSERS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF

For
(Signature)

.....
(Name & Title)

For
(Signature)

Notes:

1. The mode of execution of the Power of Attorney 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. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Chapter-11

JOINT BIDDING AGREEMENT

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} 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 company incorporated under the Companies Act, 1956} 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)

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

WHEREAS,

The Maharashtra Tourism Development Corporation Limited body corporate incorporated under the Companies Act, 1956 and having its office at Apeejay House, 4th floor,3,Dinshaw vaccha road, Nr. .K.C collage churchgate Mumbai-400020.hereinafter referred to as “The Licensor ” (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) represented by its Managing Director has invited tender No. dated(the “**Tender** ”) for qualification and award of Work for the work of manning , operating , maintaining and managing , including minor maintenance/Repair of House Boats at various locations of Maharashtra.

The Parties are interested in jointly bidding for the Work as members of a Consortium and in accordance with the terms and conditions of the tender document and other bid documents in respect of the Work , and

It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with their Offer.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

- a) The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- b) 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 this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV/LLP**”) under the Indian Companies Act, 1956 for entering into the Agreements with the Licenser and for performing all its obligations as the Operator/Services Provider in terms of the Agreement for the Work.

4. 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 under the Agreements executed with the Licenser ;
- b) Party of the Second Part shall be the Financial Member of the Consortium

5. Joint and Several Liabilities.

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Work and in accordance with the terms of the tender and the Agreements to be executed between the Licenser and the Consortium

6. Shareholding in the SPV/LLP

- a) The Parties agree that the proportion of shareholding among the Parties in the SPV/LLP shall be as follows:

First Party: (min 51 %)
Second Party:

- b) The Parties undertake that a minimum of 51 % (fifty one per cent) of the subscribed and paid up equity share capital of the SPV/LLP shall, at all times during the subsistence of the Agreement/s in respect of the said Work of be held by the party of the First, whose technical experience has been reckoned for the purposes of qualification of the Tender.

7. Representation of the Parties

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

- a) Such Party is duly organised, validly existing and in good 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 authorised 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 Consortium Member 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 and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, 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; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or 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.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till end of the contract period. However, in case the Consortium is either not qualified for the Work or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Earnest Money Deposit by the Licensor to the Bidder, as the case may be.

9. 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 **Licenser**.

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

SIGNED, SEALED AND DELIVERED
DELIVERED

SIGNED, SEALED AND

For and on behalf of

for and on behalf of

LEAD MEMBER by:

SECOND PART by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

Notes:

1. The mode of the 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 favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Chapter 12
Annexure-1
LETTER OF APPLICATION

(On the letterhead of the Applicant or Lead Member in case of Consortium)

Place:

Date:

To,
Managing Director,
Maharashtra Tourism Development Corporation Limited,
Apeejay House, 4th floor, 3
Dinshaw vaccha road,
Nr. .K.C collage churchgate
Mumbai-400020.

Sub: Appointment of operator for ‘Operation, Maintenance/Repair and Management of House Boats On “As on where is basis” at various locations in Maharashtra. On leave and license basis.

Dear Sir,

We are pleased to submit our Application in response to the Tender Document for ‘Appointment of operator for ‘Operation, Maintenance/Repair and Management of House Boats On “As on where is basis” at various locations in Maharashtra’.

(Authorized Signatory of Bidder)

Annexure – 2

Technical Bid /Cover

1. Name of Company/firm
2. Registered Address :
3. EMD – Detail of or Cash Receipt or copy of National Small Scale Industry Certificate
4. Registration certificate of firm/company along with Memorandum of association
5. Balance sheet details of last three years.(As 2014-15, 2015-16, 2016-17)
6. Turnover of firm/company of last three years.(2014-15, 2015-16, 2016-17)
7. Pan card of registered firm/company.
8. Brief Bio data
 - i. Giving Company /Firm’s history
 - ii. Type of equipment manufactured/Supply.
 - iii. Supply of Equipment made to different Private /Govt. Agencies in last five years.
9. The bidder shall submit scanned copy of following documents:
 - i. Scanned copy of valid certificate as a Registered Supplier/Dealer/Manufacturer with the Government of Maharashtra in appropriate class as may be applicable in original or attested copy thereof (Attested by a Gazetted Officer).Copy of GST registration Certificate.
 - ii. Scanned copy of Details of work done during last three years with the value of work unfinished. (Copy of work orders/work completion certificate) **and** Scanned copy of Details of work of similar type and magnitude carried out by the tenderer. (Information to be given **annexure 3**). The Certificates should be signed by the Authority with whom the supplier/manufacturing has executed the work. Tenderer should have at least three years of relevant work experience.
 - iii. Scanned copy of certified copy of Partnership Deed and Power of Attorney, in case of a firm tendering for work. (True copy attested by a Gazetted Officer.)
 - iv. Scanned copy of Undertaking of Authorise firm/Agencies/Firm/Operator that he had studied all tender documents, conditions and especially work methodology.
 - v. And all other documents as mention in chapter 1, chapter 2, chapter 3, & chapter 4.

Name & Designation
Of Signing Authority

Annexure-3
FINACIAL BID (Envelope No.2)
SECTION-B

“Operation, Maintenance/Repair and Management of House Boats On “As on where is basis” at various locations in Maharashtra.”

Bidder should quote financial offer for Monthly payment to MTDC as below:

Sr. No.	Particulars	Offered rent and revenue share.
1	Bidder has to pay as a monthly minimum Rs. 15000/- (Fifteen Thousand) per House Boats to the LICENSER as a fixed rent of asset. Beside the House Boats rent the bidder shall have to repair the House Boats prior to operate, on their own cost.	
2	Percentage Revenue Sharing with MTDC on net sale is the bidding criteria. (Net sale means total revenue minus applicable taxes). The bidder offering maximum percentage of revenue to MTDC will award the work.	
3	5% occupancy to MTDC on cumulative basis	

Note:

1. Bidders shall quote their Bid (Financial Offer) on the above table.

Sr.No.1: Bidder has to pay as a monthly rent Rs. 15 Thousand per House Boats to the LICENSER as a fixed rent of asset.

Sr.No.2 Percentage Revenue Sharing with MTDC on net sale is the bidding criteria. (Net sale means total revenue **minus** applicable taxes). The bidder offering maximum percentage of revenue to MTDC will award the work.

Sr.No.3 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.

Note: The above price is inclusive of all taxes and duties including, central and state Good and Service Tax.

Annexure -4

DETAILS OF WORK OF SIMILAR TYPE COMPLETED BY OPERATOR/SERVICE PROVIDER/ORGANIZATIONS/INDIVIDUALS.

Name of the Operators/Service provider/Organization:-

Sr. No	Name of work	Name and Address of the organisation for whom the work was done	Place and Country	Agreement No.	Date of commencement	Tendered Cost (Rs. in lakhs)	Total cost work done (Rs. in lakhs)	Date of Completion	Principle Features in brief.
1	2	3	4	5	6	7	8	9	10

Note: This is only a standard form Details are to be furnished in this format in the form of typewritten statements which shall be enclosed in Technical Bid/cover.

Annexure-5

**Manpower for “Operation, Maintenance/Repair and Management of House Boats on
‘As on where is basis’ at various locations in Maharashtra”.**

Sr. No.	Employees	No. of Person
1	Administrative	
2	Master Driver	As per IV Act 1917, as amended.
3	Engine Driver	
4	Trained Boat Operator	
5	Crew	
6	Hospitality staff	
7	Assistants	

Note: The bidder has to submit manpower details.

Managing Director,
Maharashtra Tourism Development Corporation

Name of the tenderer :

Company :

Full Address :

.....

Annexure-6

The MTDC shall provide House Boats and Equipments at locations mention as below for operation.

Name Of Work: Operation, Maintenance/Repair and Management of House Boats
On “As on where is basis “at various locations in Maharashtra.

Sr. no	House Boat/Equipment Name	Qty. of House Boats	Place of work/Operation	Specificatoon	Remarks
1	Svitri	1	Tarkarli, Malwan	As per Annexures-8	Operating Condition
2	Sindhukanya	1	Tarkarli, Malwan	As per Annexures-8	Under repair
3	Karli	1	Tarkarli, Malwan	As per Annexures-8	Under repair
4	Hiranyakeshi	1	Tarkarli, Malwan	As per Annexures-8	Under repair
5	Koyana	1	Dabhol, Ratnagiri	As per Annexures-8	Under repair (New Boat)
6	Panchganga	1	Bankot, Ratnagiri	As per Annexures-8	Under repair (New Boat)

1. Beside the above House Boats MTDC will provide equipments, accessories and land for operation of House Boats.
2. Sr. No. 2, 3, 4 is an under repair House Boats, hence bidder has to inspect the boats prior to bid for estimate repair and maintenance cost.
3. Sr. No. 5 and 6 is an under repair House Boats, but both the boats has been constructed in the year 2015. These two boats may require minor repairs and maintenance.
4. All repairs and maintenance shall done by bidders only as per work allotment as the tender is for “Operation, Maintenance and Management of House Boats On ‘As on where is basis’ at various locations in Maharashtra”.

ANNEXURE-7

Details of Manpower deployed by the Operator.

Sr.	Name of Employee*	Date of Joining	Designation	House Boats and Equipments

For < Executing Agency>

Signature, Name and Designation

* Details of Employees and Certificate should be required.

ANNEXURE – 8
SPECIFICATIONS

A) GENERAL SPECIFICATIONS OF HOUSE BOATS.

1) The hull of House Boat is made-up of High Standard wood using the latest technology and the superstructure with high end exterior & interior.

2) Dimension of Hull

	2 Bedded House Boat
Length	27.55 Mtrs. aprox.
Breadth	5.2 Mtrs. aprox.
Depth	1.45 Mtrs. aprox
Draught	0.75 Mtrs. aprox
Engine	New 104 H.P. Ashok Leyland with 2:1 Hydraulic gear box, with IRS type approval.
Speed loaded	6 Knots
Carrying Capacity	Accommodating 4 persons in two double bedded rooms with 2 extra persons in each room.

3) Dimension of Upper Structures:

	2 Bedded House Boat
Fore peak	2.84 mtrs. aprox.
Sun Deck with bed, pillow	4.95 mtrs. (15' x 14' ft.) aprox.
Lobby/Dinning	(15' x 14' ft.) aprox.
Bed Room No.1	12' x 13' ft. aprox.
Bed Room No.2	12' x 13' ft. aprox.
Toilet/Bath Room	2.92 sq. metrs. each aprox.
Toilet/Bath Room 1 No. (for Crew)	1.80 sq. metrs. each aprox.
Kitchen	6.90 sq. metrs. Each. aprox.
Aft. Deck	1.73 sq. metrs. Each. aprox.
Upper Deck above dining area	14' x 15' ft. aprox.

4) Main Engine:

All House Boats have an IRS approved 1 No., Marine Diesel Engine developing 104 HP @ 2000 RPM with 2:1 ratio Hydraulic gear box.

The engines on each House Boats is generally, Cummins and Ashoka Leyland company made.

5. Auxiliary Engine:

Koyana and Punchganga Boats have the generator run by water cooled diesel engine, developing 10 KW. The power output is 3 phase four wire system at a frequency of 50 Hz.

Some Boats have separate Generator.

6. Control System:

Steering accelerator and gear control system, at the ford of House Boat.

7. Fuel Tank:

The House Boats have been provided with MS fabricated, FRP lined Approx. 200 lit. Capacity fuel tank.

8. Bilge System:

The House Boats have been provided with One No. of engine driven bilge pump inside the engine room to drain out the bilge water.

Some House Boats have separate bilge pumps.

9. Electrical fittings:

Essential electrical fittings & appliances of ISI standard has been provided for the smooth operation of House Boat. Generator having adequate capacity to meet the requirement for the operation of House Boat has provided.

10. Fresh Water Tank:

Water tanks having an adequate capacity with pressure pumps have provided. Connection to the toilet/bath and galley should be fed by a pressure activated electric pump.

11. Fire Fighting Appliances:

Necessary Fire Fighting Appliances. (Approved by Competent Authority).

12. Life Saving Equipments:

Adult Size 8 No & Child Size 4 No, Solar Life Jackets & 4 No. Life buoys have provided. (IRS Approved).

13. Air Conditioning Unit:

Adequate capacity, effective split Air-conditioning system is provided in each room.

14. Material to be used:

IRS/ISO approved Chopped Strand Mat, marine gelcoat, isophthalic resin, aini timber for hull plank & fender, non-ferrous rivets and fasteners excluding bamboo/traditional construction.

Side wall of the House Boat is in glass and wooden frame.

15 Dining Hall :

Dining Hall have dining table with seating arrangement for 8 to 12 persons.
(Teak wood – Size & glass top)

16 Lobby : Lobby having following equipments:

Sofa Set
Chair

Tea Poy

Book Shelf

T.V. Set (LCD 29 inch)

DVD Player

Music System

17. Bed Room:

The frame structure should be teak wood and plywood panelled partitions. The bedroom having following equipments:

- Double bed with mattress (Dunlop)
- Extra Mattresses (Dunlop)
- Pillows with cover (Dunlop)
- Bed Spread
- Refrigerator 50 L (L G, Samsung)
- Wardrobe (Teak Wood with marine ply)
- Chair (Teak Wood)
- Table (Teak Wood)
- T.V. LCD (17 inch) (Sony/ Panasonic)
- DVD Player (Sony/ Panasonic)
- Music System (Sony/ Panasonic)
- Wood used- teak wood

18 Kitchen :

Kitchen should have following equipments :

- Modular Kitchen counter/otta
- 1 No. Gas Stove with 4 burners.
- Stainless steel sink 1 No. with 2 bowls
- 1 No. Exhaust Fan
- Modular Cabinet 1 Set
- Water Connection 2 points
- 1 No. FRP Puf insulated ice box.
- Necessary electrical fittings
- Refrigerator having adequate capacity
- Crockery and cutlery
- Electrical fittings: Essential electrical fittings & appliances have provided

19. Toilet :

European style with a wash basin. The outlet of which is connected to sump tank, which should be treated before pumping out.

20. Upper Deck:

Koyan, Panchganga, Hiranyakeshi and Svitri House Boats having a Upper Deck.

Including, Chair and, Tea Poy. The floor area of Upper Deck is covered with vinyl sheet / Vinyl tiles.

22. G.P.S. System: & Eco sounder.

23. Five fishing rod, three binoculars.

24. Generator 10 K.V. with each boats.

25. Safety tires around the boats.

26. One pressure pump to lift the inside water of the boat.

27. All House Boats are Maharashtra Maritime Board registered.