



## **Maharashtra Tourism Development Corporation Ltd.**

(A Govt. of Maharashtra Undertaking)

**Head Office:** Apeejay House, 4<sup>th</sup> Floor, 3 Dinshaw Vachha Road, Near K. C. College,  
Churchgate, Mumbai – 400 020.

**Tel:** (9122) 2284 5678, 2204 4040 **Fax No.:** (9122) 2285 2182 2202 4521.

**Website:** www.maharashtratourism.gov.in **E-mail:** as@maharashtratourism.gov.in  
**CIN – U99999MH1975SGC018086**

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

Date: 6/04/2018.

### **E-Tender**

FOR

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

**Tender Fees: - Rs.3, 000/- (Non Refundable)**

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

## INDEX

<b>Chapter No.</b>	<b>Contents</b>	<b>Page No.</b>
1	Tender Notice	4
2	Background	6
3	Tendering Procedure	8
4	Instruction to Bidders	11
5	Detail Specifications of Boats	14
6	General terms and conditions	15
7	Qualification Criteria	18
8	Marking System	21
9	Draft of Agreement	24
10	Power of Attorney in terms of lead bidder	34
11	Joint Bidding Agreement	36
9	Annexure -1	41
	Annexure -2	42
	Annexure – 3	43
	Annexure – 4	44
	Annexure -5	45
	Annexure -6	46
	Annexure -7	47
	Annexure-8	48



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**CIN – U99999MH1975SGC018086**

E- Tender Notice No.MTDC/Advt/Gangapur Dam/WS/A-264-II/2018.(Online)

### Notice for E-Tender

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

Maharashtra Tourism Development Corporation, a Govt. of Maharashtra Undertaking, Mumbai invites E-Tenders from reputed Authorize Firms / Organizations/Individual’s/Agencies to participate in the competitive bidding process to **Operation’s, Maintenance/Repair’s and Management of Waters Sports & Boat Club ‘As on where is basis’ at Gangapur Dam, Nashik.**

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 **24.04.2018 at 15.00 hrs.** Bids will be opened online on **Date-27.04.2018, at 15:00 hrs.**(If possible)

--Sd--

Managing Director  
MTDC Ltd., Mumbai.

**Date:** - 5.04.2018.

## Chapter-1 Tender notice



### **Maharashtra Tourism Development Corporation Ltd.,**

**Registered Office:** Apeejay House, 4th Floor, 3 Dinshaw Vachha Road,  
Near K. C. College, Churchgate, Mumbai – 400 020.

**Tel:** (9122) 2284 5678, 2204 4040 **Fax No.:** (9122) 2285 2182 2202 4521.

**Website:** www.maharashtratourism.gov.in **E-mail:** info@maharashtratourism.gov.in

**CIN – U99999MH1975SGC018086**

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

E-Tenders for Operation, Maintenance/Repair and Management of Waters Sports & Boat Club 'As on where is basis' at Gangapur Dam, Nashik are invited by the Managing Director, Maharashtra Tourism Development corporation Ltd, Apeejay House, 4<sup>th</sup> Fourth Floor, 3 Dinshaw Wachha Road, Near K.C Collage, Churchgate, Mumbai-400020.from reputed Authorize Firms /Successful Bidder'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	Period of Work	Estimated Qty	Earnest Money Deposit (EMD)	Cost of Tender form
	Operation, Maintenance/Repair and Management of Water Sports & Boat Club 'As on where is basis' at Gangapur Dam, Nashik.	5 Years	1	200,000/- (Rs. Two Lakh Only)	3,000/- Rs. (Three only) Non refundable

Experienced Authorize Firms /Successful Bidder's / Organizations/Individual's /Agencies shall Operate, Maintenance and Management of Waters Sports & Boat Club 'As on where is basis' at Gangapur Dam, Nashik, 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 website i.e. [www.maharashtratourism.gov.in](http://www.maharashtratourism.gov.in)

Prospective bidder should satisfy following conditions:

1. The bidders shall have achieved average annual turnover min. of Rs.70 Lakh (Seventy Laks only), during last three financial years ending with 2017-18. (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. Operation, Maintenance and Management of Waters Sports and Boat Club/Similar wok.

### 3. Bidding Criteria.

Sr.No.	Particulars	Revenue Sharing in (%)
A.	Percentage (%) revenue sharing per month with MTDC on Net sale from all activities (Boating's) carried out at Gangapur dam boat club. (Net sale means total revenue <b>Minus</b> applicable taxes).	
B	Percentage (%) revenue sharing with MTDC, As and when permission granted for restaurant and liquor to MTDC, from concern authority.	

- 1 Bidder should bid separately for A and B as in above table. The selection of bidder is on total % of revenue share i.e (A+B).
- 2 The Fixed rent of Boats, equipments and premises (As per Annexure-6) is Rs. 10 Lakhs per year. The selected bidder shall have to pay fixed rent Rs. 10 lakhs at the time of agreement.
- 3 As and when permission granted for other boats from concerned authority, the selected bidder shall have to pay fixed rent per boat as mentioned in Annexure-8.
- 4 As and when permission granted for restaurant and liquor to MTDC, from concerned authority. The selected bidder has to pay licence fees and other applicable charges.
- 5 The rent of the equipment shall increase @ 5% annually till the contract agreement.
- 6 5% Occupancy shall be given to MTDC on cumulative basis i.e. in case 5% occupancy remains unused for the day/week/month, then that should be carried forward for further use.
- 7 Bidding documents can be seen, downloaded & submitted from the website <http://mahatenders.gov.in> from **Date 6/04/2018, hrs 12:00 to Date-24/04/2018 hrs. 15:00 hr.**
- 8 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).
- 9 Pre-bid conference will be held at **15.00 hrs. On 12/04/2018** at the office of Sr. Manager (Adventure Sports), MTDC on above address.
- 10 Bids will be opened on **Date- 27.04.2018 at 15:00 hrs.** At the Office of Chief Accounts Officer, MTDC Ltd., Mumbai in website <http://mahatenders.gov.in>. – (if possible).
- 11 Bidder should submit information & scanned copies in PDF format in Technical Envelope.

12 Bidder should quote competitive rates including all statutory taxes (GST) as per specification mentioned in **Annexure-03**.

13 Bidders shall have valid Digital Signature Certificate (DSC) obtained from Authorized Certifying Authorities.

14 Managing Director, Maharashtra Tourism Development Corporation Ltd, Apeejay House, 4<sup>th</sup> Fourth Floor, 3 Dinshaw Wachha Road, Near K.C Collage, Churchgate, Mumbai-400020. Reserves the right to accept or reject any or all the tenders without assigning any reason.

15 Tender for above mentioned work will be finalized subject to approval of Competent Authority.

16 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., Mumbai.

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

Date: - 5.04.2018.

## Chapter 2

### 2.1 Background

- 2.1.1 Maharashtra Tourism Development Corporation Limited (MTDC) a Government of Maharashtra undertaking; 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, Maintain and Management of Waters Sports & Boat Club 'As on where is basis' at Gangapur Dam, Nasik.

MTDC invites proposals from interested parties/agencies/Authorise Firm/Individual's who shall be responsible in developing and operating, maintaining/repairing and managing water sports, boat club and cafeteria & related activities at Gangapur Dam location.

The following water sports activities may be conducted – Boats Rides, Water skiing and fun rides, like Kayaking and canoeing, Banana Boat Ride, etc.

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

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.

### 2.2 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:

- 2.2.1 **“Authority”** shall mean Managing Director, Maharashtra Tourism Development Corporation Ltd.
- 2.2.2 **“Bid”** or **“Technical Bid”** shall mean the Bid submitted by a authentic Bidder;
- 2.2.3 **“Bidder”** shall mean company/ partnership firm incorporated, joint venture, individual, proprietor, established as per the applicable laws of India;
- 2.2.4 **“Bid Due Date”** shall mean the last date for submission of Bids.
- 2.2.5 **“Business Day”** shall mean such day on which the offices of the Maharashtra Tourism Development Corporation are open for work;
- 2.2.6 **EMD** shall have the meaning Earnest Money Deposit;
- 2.2.7 **“Net Revenue”** shall mean all revenues appropriated / earned from the operations of all activities REDUCED by the liability of Govt. Taxes paid, if any.
- 2.2.8 **“Letter of Award”** shall mean the letter issued to the Successful Bidder by Authority.
- 2.2.9 **“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;

2.2.10 “**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.

2.2.11 “**Successful Bidder**” or “**Preferred Bidder**” shall mean the Bidder whose Bid has been accepted by Authority and has been issued a Letter of Award;



## 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, i.e. [www.maharashtratourism.gov.in](http://www.maharashtratourism.gov.in) or 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 tenderer's 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.

Tenderer's 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](mailto: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](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 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](mailto: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.

4.2 Tender documents can be downloaded from the website <https://mahatenders.gov.in> or [www.maharashtratourism.gov](http://www.maharashtratourism.gov). Before the Bid Due Date. The bidders are required to submit the Tender Fee of Rs.3, 000/- (Rs three thousand only) (Non Refundable) - and EMD of Rs.2, 00, 000/-(Rs Two lakh only)/- through online mode of payments.

#### 4.3 Pre-bid Meeting:

Pre-bid conference (for those who have purchased the bid) will be held at **15.00 hrs. On xx/xx/2018** at the office of Manager (Adventure Sports), MTDC on above address.

#### 4.4 Bidding Criteria.

Sr.No.	Particulars	Revenue Sharing in (%)
A.	Percentage (%) revenue sharing per month with MTDC on Net sale from all activities (Boating's) carried out at gangapur dam boat club. (Net sale means total revenue <b>Minus</b> applicable taxes).	
B	Percentage (%) revenue sharing with MTDC, As and when permission granted for restaurant and liquor to MTDC, from concern authority.	

1. Bidder should bid separately for A and B as in above table. The selection of bidder is on total % of revenue share i.e (A+B).
2. The Fixed rent of Boats, equipments and premises (As per Annexure-6) is Rs. 10 Lakhs per year. The selected bidder shall have to pay fixed rent Rs. 10 lakhs at the time of agreement.
3. As and when permission granted for other boats from concerned authority, the selected bidder shall have to pay fixed rent per boat as mentioned in Annexure-8.
4. As and when permission granted for restaurant and liquor to MTDC, from concerned authority. The selected bidder has to pay licence fees and other applicable charges.
5. The rent of the equipment shall increase @ 5% annually till the contract agreement.

6. 5% Occupancy shall be given to MTDC on cumulative basis i.e. in case 5% occupancy remains unused for the day/week/month, then that should be carried forward for further use.

**4.5. Manner of Submission of tender and its accompaniments:**

**4.6 Part-1 Technical Bid:**

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

- 4.6.1 Scanned copy of valid certificate as a Registered Supplier/Dealer/Manufacturer/Reputed Company in appropriate class as may be applicable in original or self attested copy thereof.
- 4.6.2 Scan Copy of valid GST Registration certificate. The certificate shall approved by authorities.
- 4.6.3 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.
- 4.6.4 Scanned copy of certified copy of Partnership Deed and Power of Attorney, in case of a firm tendering for work. (Self Attested)
- 4.6.5 Scanned copy of Undertaking of supplier/manufacturing that he had studied all tender documents, conditions and especially work methodology.
- 4.6.6 Scanned Copy of all the documents from Sr. No. 4.6.1 to 4.6.5 shall be given by Successful Bidder/Agencies in Technical Bid.

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:**

- 5 Firm Registration certificate. With copy of authorisation towards Water sports Successful Bidder/Firm/Organization/Agencies.
  - a) The Average 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.
  - b) Pan card of registered firm/company.

- 6 Demonstration of Relevant technical and financial capacity as per the attached format in **Annexure-2.**
- 7 Copy of GST registration certificate.
- 8 Memorandum of Corporation/ Partnership Deed.
- 9 Proof of work orders, work completion certificate of similar type of work should be submitted.
- 10 Declaration/ Undertaking against the documents submitted by Bidder.

## **Part-2 Financial Bid**

### **11 Letter Comprising the Financial Offer as in Annexure 3.**

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**

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

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

**Date of issue of Tender forms** : 6.04.2018 between 12.00.p.m.

**Pre-Bid Meeting** : 12.04.2018 between 03.00. p.m.

**Due date and time for receipt of Tender:** 24.04.2018, 03.00 P.M.

**Date and Time for opening of Tender** : 27.04.2018, 03.00 P.M (If possible)  
(1<sup>st</sup> Envelop)

**Price of Tender Form** : Rs. 3,000 /- (Non Refundable)

In case the same is downloaded from the website, then the amount of **Rs.3, 000/-** (Rupees Three 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**

### **DETAIL TECHNICAL SPECIFICATIONS OF BOATS:**

#### **SCOPE OF WORK:**

- 5.1 The Successful Bidder will be responsible for daily up-keep and maintenance of the all boats and water sports equipments as per the technical manual.
- 5.2 The Successful Bidder will insure the entire crew member operating the speedboats. For accidents, death MTDC will not take any liability of the crew members.
- 5.3 The Successful Bidder will keep the boats and all water sports equipments in safe & sheltered place as instructed by MTDC officials.
- 5.4 Any type of repair to be undertaken with proper consultation & permission from concerned MTDC officials.
- 5.5 The water sports facility to include Motor boat, Paddle boat, Rescue boat, Banana boat, kayak boat.
- 5.6 MTDC will provide 11 boats (Motor boat, Paddle boat, Rescue boat, Banana boat) with licenses under different categories for various water sports activities at Gangapur Dam. Details are given in the Annexure-8.
- 5.7 The Successful Bidder shall employ certified trained staff for operation of the project and shall ensure security and safety along with proper insurance cover of the tourists.
- 5.8 Successful Bidder shall be responsible for periodic maintenance and repairs of boats/equipment.
- 5.9 The Successful Bidder shall have permission for advertisement, Film shooting, events & sponsorship at Water Sport Operations vicinity only subject to approval of the Maharashtra Tourism Development Corporation and concerned government authorities and their respective Departments.
- 5.10 The Successful Bidder would also be responsible for the maintenance and upkeep of following works.
- 5.11 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 Electrification & fire fighting, plumbing & sanitation, parking area, entry gate, compound wall, utilities etc.
- 5.13 Other tourism infrastructure and commercial facilities around the water sport center etc.

- 5.14 Ancillary infrastructure necessary for smooth functioning of the above.
- 5.15 Any kind of Revenue generated from operation i.e. from fare taken from passengers, advertisements, shooting, photography, water sports activities etc. Shall be shared with MTDC at the rate of 4% net (Monthly) of applicable taxes.
- 5.16 Note: The Scope of services specified above is not exhaustive and the Successful Bidder shall undertake such other tasks as may be necessary to appraise the project as required from time to time.



## **Chapter 6**

### **General Terms and Condition**

- 6.1 The Tenderer shall not have been debarred as water sports 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.
- 6.2 The tenderer must be in the business of similar or higher capacity water sports centre water and boat club Successful Bidder. 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 Bidder/agency will have to submit an irrevocable Operation Performance Security of Rs.10,00,000/- (Ten Lakhs) in form of Bank Guarantee in favour of Maharashtra Tourism Development Corporation Ltd from any Nationalized Bank or Scheduled Bank having validity of one year and shall be kept valid during the operation period of 05 years. This Operation Performance Security will have to be submitted at the time of signing a License Agreement. In case of non-fulfilment of operational obligations during operation period of 05 years, the Operation Performance Security will be forfeited as per the terms of License Agreement.
- 6.5 For the performance guaranty amount and EMD bidder will not get any kind of Interest.
- 6.6 The selected Bidder/agency will have to submit an irrevocable equipment/asset security deposit of Rs 70, 00,000/- (Rs Seventy Lakh only) in favour of Maharashtra Tourism Development Corporation Ltd. From any national bank or scheduled bank for the operation period of 5 years. This equipment Security will have to be submitted at the time of signing a License Agreement. In case of damage cost of equipment due to irresponsible handling/operation during operation period of 05 years, the equipment Security will be forfeited as per the terms of License Agreement.
- 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 offering highest rent of the equipments and the boat club premises to MTDC.
- 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 Bidder/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 credition 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 Successful Bidder of water sports centre and boat club, 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 instituted 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 Sr. Manager (Adventure Sports) or 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 Sr. Manager (Adventure Sports) or 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 dues 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 abode or business.
- 6.15 The Bidder shall undertake to Operate, Maintain/Repair and Management of Waters Sports & Boat Club 'As on where is basis' at Gangapur Dam, Nashik 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 their favour by personal canvassing with the Officers concerned will disqualify the Bidders.
- 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.
- 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.

#### **6.18. 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.

#### **6.19 Miscellaneous**

- 6 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.
- 7 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.
- 8 Neither Agreement may not be amended for any other reason without the prior written agreement of both parties.
- 9 This Agreement may not be amended for any other reason without the prior written agreement of both parties.
- 10 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.
- 11 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.
- 12 This Agreement shall be governed by the laws of the state. Only Court of Mumbai will have jurisdiction.
- 13 The boat club rent Rs.10 Lakh is as a fixed rental shall payable even in those periods when either of the facility is not operational. (for any reasons whatsoever)

## Chapter 7

### Qualification Criteria:

- 14 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.
- 15 The Tenderer should not have been debarred as Successful Bidder/Service provider of the same or similar work by any Department of the Government of India or any State Government.
- 16 The tenderer shall have adequate experience of successful Operation, Maintenance/repair and management of water sports centre and Boat club and similar type of work service support in the past 3 years to Government departments or Private Sector Units.
- 17 The tenderer has to submit a Solvency Certificate from a Nationalised Bank for minimum Rupees 30 lakh (Rupees Thirty Lakh only).
- 18 The Tenderer should be registered under the GST department.
- 19 Tender should have relevant work experience as per qualification criteria.
- 20 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.
- 21 TECHNICAL ELIGIBILITY CRITERIA

Sr. No.	Description of Technical Eligibility Criteria	Documents required
1.	<p>Minimum 3 years experience as on 31-01-2018 of conducting water sports activity at any water body in India and setting-up of at least one floating jetty and one watch tower.</p> <p>Experience in rivers, pond, streams and lakes etc. shall be considered</p>	<ol style="list-style-type: none"> <li>1. License Agreement / Agreement between Bidder and Government / Government Undertaking permitting the Bidder to conduct water sports activity, if any</li> <li>2. Permission from Police Department, if applicable</li> <li>3. Permission from Tourism Department, if applicable</li> <li>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.</li> <li>5. Permission from Maharashtra Maritime Board.</li> </ol>
2.	<p>Minimum 3 types of Water Sports Activities offered from the following: From list at- 22 Motor Boating</p>	<ol style="list-style-type: none"> <li>27 Rate List</li> <li>28 Copy of Extract of Weekly Entertainment Duty Register duly signed by concerned officer of the Entertainment Duty Department, if</li> </ol>

Sr. No.	Description of Technical Eligibility Criteria	Documents required
	23 Kayaking 24 Pedal Boating (2/4 Seater) 25 Banana Boats 26 Similar activity Training provided for adventure water sports shall also be considered an activity	applicable 29 Details of trainees with contact numbers and activity details.
3.	Minimum 2 (two) Managers having minimum 3 years experience and professional capability to operate, maintain and manage water sports activities and tourism facilities.  Bidder to provide organization structure	1. Details of managerial personnel , with their qualifications and experience with Bidders firm 2. Skill Matrix
4.	Trained and Certified Operations personnel for conducting and supervising water sports activities.	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	The bidder should have its own Fleet	30 List of fleet 31 Registration Certificates of powered fleet
		32
6	Making available trained manpower and equipment for emergency rescue operations or providing of rescue services at the request of authorities	1. Request letters from government authorities 2. Appreciation letters from government authorities
<b>Financial Capacity of Bidder</b>		
7	Bidders' Turnover – Average of Rs 70,00,000/- (Rupees seventy Lacs) during the financial years ending 31	1. Audited Financial Statements for the financial years ending 31 March 2016, 2017 and 2018 duly audited. 2. Chartered Accountant Certificate as per

Sr. No.	Description of Technical Eligibility Criteria	Documents required
	March 2016; 2017 and 2018.	Performa B.
8	Bidders' Income - Not less Rs 25,00,000/- ( Rupees Twenty Five Lacs Only) from activity of water sports operations for the years ending 31 March 2016; 2017 and 2018	<ol style="list-style-type: none"> <li>1. Chartered Account Certificate as per Proforma B.</li> <li>2. Audited Financial Statement</li> </ol>

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.

## Chapter- 8

### 8.1 MARKING SYSTEM

Sr. No.	Description	Total Marks	Y	N
1	Experience in conducting water sports at any coastal water body, Lake or river in India	10 Marks Maximum		
A	Work Experience of 5 years	5		
B	Work Experience above 5 years to 7 years	7		
C	Work Experience above 7 years to 9 years	8		
D	Work Experience above 9 years	10		
2	Number of different types of Water Sports 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 boat provided by MTDC) by bidders.	5 Marks Maximum		
a	Minimum 5 types of activity	2		
b	Above 5 to 7	3		
c	Above 7 to 10	4		
d	Above 10	5		
3	Safety rules observed and training details before performing sports.	5		
4	Water sports activity functional.	5		
5	Number of Managerial persons having minimum 5 years experience in conducting of water sports – operations and administration	10 Marks Maximum		
a	Minimum 2	4		
b	Above 2 to 3	6		
c	Above 3 to 4	8		
d	Above 4	10		
6	Employing of trained and Certified Successful Bidders to conduct water sports activities  Certified means trained lifeguard (beach) and certified for power boat / PWC and Towing boat handling. (NZWS, YAC, and MMB)	10 Marks Maximum		
a	Upto 5 persons	5		
b	Above 5 to 10 persons	6		
c	Above 10 to 15 persons	8		
d	Above 15 persons	10		

Sr	Description	Total Marks	Y	N
7	Equipment Fleet	10 Marks Maximum		
a	Upto 5 powered vessels	3		
b	Above 5 and upto 10 vessels	7		
c	Above 10 vessels	10		
8	Assistance to local authorities in times of aquatic emergencies	5 Marks Maximum		
a	Annually for every year for a minimum of 5 years	2 marks for described activity under 6 (a)		
b	More than once a year for a minimum of 3 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 70 lakh ( Financial Years 2015- 16; 2016- 17 and 2017-18)	3		
b	Minimum average annual turnover of above Rs 70 lacs to Rs 75 lacs ( Financial Years 2015-16, 2016-17, 2017-18)	4		
C	Minimum average annual turnover of above Rs 75 lacs ( Financial Years 2015-16; 2016- 17 and 2017-18)	5		
B	Income from Water Sports – 5 Marks	5 Marks		
a	Minimum average income from Water Sports upto Rs 35 lacs ( Financial Years 2015- 16; 2016- 17 and 2017-18)	3		
b	Minimum average income from Water Sports above Rs 35 lacs to Rs 50 lacs (Financial Years 2015- 16; 2016- 17 and 2017-18)	4		
c	Minimum average income from Water Sports above Rs 50 lacs ( Financial Years 2015- 16; 2016-17 and 2017-18)	5		

Note: -Bidders have to note that financial bids of only those bidders will be open who will get more than 60 percents marks in technical evaluation



## 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.	
11	Shop & Establishment Regn	
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. GST Registration Certificate
- d. Shop & Establishment Registration

**Chapter-9**  
**DRAFT OF AGREEMENT**

**OPERATING OF WATER SPORTS CENTRE AGREEMENT**

This Agreement is made on this ----- day of ----- 2018 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, 4<sup>th</sup> Fourth Floor, 3 Dinshaw Wachha Road, Near 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) of the FIRST PART.

**AND**

\_\_\_\_\_, a \_\_\_\_\_, having its registered office at \_\_\_\_\_, represented herein by its \_\_\_\_\_, hereinafter referred to as the “**License**” ( Water Sports Activities ), (which expression shall unless repugnant to the content or meaning thereof be deemed to mean and include its \_\_\_\_\_) of the OTHER PART.

WHEREAS, vide Tender Notice No. \_\_\_\_\_ dated \_\_\_\_\_, the LICENSER had invited Bids for manning, operating, and management of Water Sports Centre including maintenance, (with equipment and Boat Club to be provided by the licensor) at Gangapur Dam, Nashik District, 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:-

## 1. 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 Successful Bidders (Boat Master, Crew, Mariner, etc) required by the License for the Said Work shall be employed 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 Successful Bidder is listed in '**Annexure-1**' of this Agreement.
3. All Water Sports & other Equipments, Boat Club, required for the Said Work shall be provided by the licensor. The quantity and the specifications of the equipment and Boat Club that 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.70 lacs (Rupees seventy lacs only ) in form of Pay Order/ Demand Draft of a scheduled bank payable at Mumbai as and by way of Security Deposit. 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 in the Security Deposit.  
  
(b) In addition to the Security Deposit, the LICENSER shall retain 2% from the Yearly bills of the Successful Bidder as Performance Security, which shall be released to the Successful Bidder at the end of the 3<sup>rd</sup> month after evaluation of the performance of the Successful Bidder for the subject month No interest shall be paid on such retention.

## **2. Terms & Conditions**

The license shall:-

- (i) Undertake the said Work for the Licenced Period and during the Licence 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 availability of manpower in the stipulated strength and at all times during the Licenced Hours of the Licenced Period;
  - (iv) Submit skilled Successful Bidders (Boat Master, Crew, Mariner, etc) details to the LICENSER as per **Annexure-2** within 15 days of commencing the Work. Further the Successful Bidder shall submit the manpower details as per **Annexure-3** to the *Nominated Person* every month and shall submit the same on or before the 7<sup>th</sup> 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) The License Bidder shall recruit employees and deploy certified skilled 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 Successful Bidder :
5. The LICENSER shall levy a penalty as detailed in **Annexure-2** for deficiency in service. The penalties shall be recovered from the Yearly bills of the Successful Bidder.
6. The License covenants with the LICENSER that:
- (i) Insurance policies for personnel and boat equipments shall obtained by the Successful Bidder and shall 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 take stock of the equipments, Boat Club and tackles at all reasonable times;
- (iv) License shall furnish to the LICENSER reports, documents and other particulars namely Incident Report, Quarterly and Annual Performance Report, all required documents
- (v) Successful Bidder shall not later than the 15<sup>th</sup> 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 License 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. The License shall act as an agent and shall not claim for employee and employer relationship.

### **Termination**

7. 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 Successful Bidder fails to rectify the breach the LICENSER shall reserves the right to terminate the contract immediately on following breaches.

- a) Failure to provide human resources within 60 days of signing of the Agreement.
  - b) Failure to continue to deploy human resources.
  - c) Use and or diversion of resources for the purposes other than that of the contracted Work.
  - d) Failure to pay salary & wages and statutory contributions.
  - e) Failure to submit details of the deficiencies in Human Resources.
8. 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.
9. The LICENSER shall be at liberty to require the License to provide the Said Work at Gangapur Dam, Nashik 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.
10. 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.
11. 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, infrastructure, equipment etc., which shall be use / established / procured for the

implementation of the Said Work in the above beaches. The income so generated from such sponsors shall accrue solely to the LICENSER.

## **LEGAL LIABILITIES**

### **1. Independent License**

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

This agreement shall not render the License an employee, partner, agent of, or joint venture with the Corporation for any purpose. The License is and will remain an independent License in her/his relationship to the Corporation. The Corporation shall not be responsible for withholding taxes with respect to the License's compensation hereunder. The License shall have no claim against Corporation hereunder or otherwise for vacation pay, sic 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 endeavor to settle such differences, disputes, claims or questions by mediation before the Managing Director of MTDC 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.



**7. Penalty**

In case the License fails to deploy the technical staff as per agreed terms, License shall be liable to pay a reasonable amount not exceeding a sum of Rs.1,000/- (Rupees One Thousand only) per boat for each day of default.

A Security Deposit can withhold to pay for property damage.

12. 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, 4<sup>th</sup> Fourth Floor,  
3 Dinshaw Wachha Road,  
Near 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 Operating of Water Sports Activities at Gangapur Dam, Nahik, 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 “ licensors”) 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, 4<sup>th</sup> Fourth Floor, 3 Dinshaw Wachha Road, Near 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 of Water Sports & Boat Club ‘As on where is basis’ at Gangapur Dam, Nashik, 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 licensor and for performing all its obligations as the License 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 licensor ;
- b) Party of the Second Part shall be the Financial Member of the Consortium

## **5. Joint and Several Liability**

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 licensor 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 fulfillment 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 **licensor**.

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**

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

Place:

Date:

To,  
Apeejay House, 4th Floor,  
3 Dinshaw Vachha Road,  
Near K. C. College,  
Churchgate,  
Mumbai – 400 020.

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**33 Sub:** Appointment of License for ‘Operation, Maintenance/Repair and Management of Waters Sports & Boat Club ‘As on where is basis’ at Gangapur Dam, Nashik’.

Dear Sir,

We are pleased to submit our Application in response to the Tender Document for “Appointment of License for ‘Operation, Maintenance/Repair and Management of Waters Sports & Boat Club ‘As on where is basis’ at Gangapur Dam, Nashik”. (The “Project”), issued by your good office.

---

(Authorized Signatory of Bidder)

## **Annexure – 2**

### **Technical Bid /Cover**

2. Name of Company/firm
  3. Registered Address :
  4. EMD – Detail of or Cash Receipt or copy of National Small Scale Industry Certificate
  5. Registration certificate of firm/company along with Memorandum of association
  6. Balance sheet details of last three years.(As 2015-16, 2016-17, 2017-18)
  7. Turnover of firm/company of last three years.( 2015-16, 2016-17, 2017-18)
  8. Pan card of registered firm/company.
- 8 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).
  - ii. GST Registration Certificate.
  - iii. 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. Tenderer should have at least three years of relevant work experience.
  - iv. Scanned copy of certified copy of Partnership Deed and Power of Attorney, in case of a firm tendering for work.
  - v. Scanned copy of Undertaking of Authorise firm/Agencies/Firm/ License that he had studied all tender documents, conditions and especially work methodology.
  - vi. Information shall be furnished as per chapter 8 (Marking System)

Name & Designation  
Of Signing Authority

## Annexure -4

### DETAILS OF WORK OF SIMILAR TYPE COMPLETED BY SUPPLIER/MANUFACTURER/DEALER.

**Name of the Supplier/Manufacturer/Dealer:-**

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 of 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 Operating & Management of Water Sports & Boat Club at Boat Club, Gangapur Dam, Dist. Nashik

Sr. No.	Employees	No. of Person
	Administrative	3
	Master Driver	As per IV Act 1917, as amended.
	Engine Driver	
	Trained Boat Successful Bidder	
	Crew	
	Assistant	5

Managing Director,  
Maharashtra Tourism Development Corporation

Name of the tenderer : .....

Company : .....

Full Address : .....

.....

## Annexure-6

The MTDC shall provide as per below for use at the Water Sport & Boat Club, Gangapur Dam, Nashik mentioned.

Sr. No.	Water Sport & Boat Club, Gangapur Dam, Nashik		
	Equipment Name	Qty.	Specifications
1	Motor Boats (7 Seater)	3 No.	As per annexure - 8
2	Paddle (10 Seater)	2 No.	
3	Paddle (10 Seater)	2 No.	
4	Banana Boat (4 Seater)	2 No.	
5	Rescue Boat	2 No.	

1. MTDC will provide cafeteria administrative building of the following specification.  
Length 89m x width 73m = 6497m  
Which includes Entrance canopy, Admin Building, Maintenance shed, cafeteria Landscaping, Standing wall, Security Cabin.
2. Administrative Building includes Store room, Electrical Room, Kitchen, Gents, Toilets and Ladies Toilets made. Ladies Toilet comprises 3 Nos. showers compartment and 3 Nos. changing room compartment, 6 Nos. Water Closer units in which 3 Nos. EWC and 3 Nos. Indian type, 4 Nos. compartment and 3 Nos. changing room compartment, 3 Nos. Water closet units in which 1 Nos. EWC and Indian type, 3 Nos. of Counter type wash basin, 5 Nos. Urinals.
3. Jetty having total length 368.75m and width 4.50m  
Total 5 no. platforms. Jetty starts from Boat club Tremix RL 613.00 Platform No.1 size 15m x 10.5x Top RL611.50.  
Platform No.2 size 15m x 10.5m Top RL 609.50  
Platform No.3 size 15m x 10.5m Top RL 608.00  
Platform No.4 size 15m x 10.5m Top RL 606.50  
Platform No.5 size 15m x 10.5m Top RL 604.50
4. Security Cabin of area 18sqmt.
5. Parking area for 50 Four wheelers and 115 Two wheelers area nearly 60.20m x 43.50 m in which paver blocks and kerb stones provided.
6. Maintenance shed and cafeteria  
Floor height of building 3.6mtr. In which staff rest room, pantry, Toilets for staff, Maintenance room for boat, Equipment Room and changing room with shower

## ANNEXURE-7

### Details of Manpower deployed at Boat Club at Gangapur Dam, Dist. Nashik

Sr.	Name of Employee*	Date of Joining	Designation	Water Sport & Boat Club

For < Executing Agency >

Signature, Name and Designation

\* Details of Employees and Certificate should be required.

## ANNEXURE – 8

List of the boats and its rent per month to MTDC, if allowed (Other than 11 boats)

<b>Sr.No.</b>	<b>Types of Boats</b>	<b>Total Boats</b>	<b>Yearly rent per boat</b>
1	Single Kayak	10	3220.00
2	Tndam Kayak	04	5368.00
3	Tripple Kayak	02	5964.00
4	Speed Boat	03	63218.00
5	Parasailing Boat	01	739536.00
6	Pantoon Boat	04	298200.00
7	Jet Skies	10	71568.00
8	Regal Boat	01	679896.00

Note: -

1. MTDC reserves the right to add or subtract the above equipments and premises as when required.
2. The above boats will permit to operate to successful bidders only after the permission from concern Government department.