



**MAHARASHTRA TOURISM DEVELOPMENT CORPORATION LTD
(A Govt. of Maharashtra Undertaking)**

C.D.O. Hutments, Opp. L.I.C. Building, Madame Cama Road,
Mumbai 400 020.

Tel: (9122) 2284 5678, 2204 4040 Fax: (9122) 2285 2182, 2202 4521.

INVITATION OF

Expression of Interest

For

**“Appointment of Water Sports
Operators/Agencies/Company/Firm/Individuals at Karla (Pune)
Maharashtra”**



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Tel: (9122) 2284 5678, 2204 4040 Fax: (9122) 2285 2182, 2202 4521.

No.MTDC/Advt/WS/Karla (Pune)/B-110/2016.
Date: 14/10/2016

**INVITATION OF
Expression of Interest (EOI)
FOR**

**“Appointment of Water Sports
Operators/Agencies/Company/Firm/Individuals at Karla (Pune)
Maharashtra”**

Cost of Blank Tender Form: - Rs.3,000/- per copy

Issued to:-

General Receipt No. _____ Date _____

**Manager (Advt. Sports)
M.T.D.C. Ltd., Mumbai.**

NEWS PAPER NOTICE



Maharashtra Tourism Development Corporation Ltd.

Head Office, C. D. O. Hutment, Opp. L.I.C. (Yogakshema) Building,
Madame Cama Road, Mumbai - 400 020.

Tel: 2204 4040 Extn. No. 208 Fax : 022-22852182

Expressions of Interest are invited from Registered reputed and experienced companies/organisations/Operators/Individuals for “Appointment of Water Sports Operators/Agencies/Firm/Companies at Karla, (Pune) Maharashtra.

Karla (Pune)

For details please refer to our web-site www.maharashtratourism.gov.in.


-sd-

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

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Chapter-1
Tender Notice

	<p>Maharashtra Tourism Development Corporation Ltd., Registered Office: C.D.O. Hutments, Opp. Yogakshema (L.I.C. Building), Madame Cama Road, Mumbai- 400 020. Tel. - 022-22044040, Fax – 022-22852182.</p>				
No.MTDC/Advt/WS/Karla (Pune)/B-109/2016.					
<p>Expression of Interest are invited from Registered reputed and experienced companies/organisations/Operators/Individuals for “Appointment of Water Sports Operators/Agencies/Firm/Companies at Karla, (Pune) Maharashtra by the Managing Director, Maharashtra Tourism Development corporation Ltd, Opp. Yogakshema (L.I.C. Building), Madame Cama Road, Mumbai- 400 020 from reputed Firms / Manufacturer / Suppliers / Authorized Distributors. The Names & Specifications, cost put to tender, earnest money deposit, time limit for completion of work order, etc. is as under.</p>					
Sr . no	Name Of Work	Period of Work	Place	Earnest Money Deposit (EMD)	Cost of Tender form
	“Appointment of Water Sports Operators/Agencies/Firm/Individual/Companies at Karla, (Pune) Maharashtra.	5 Years	Karla (Pune)	50,000/- (Rs. Fifty Thousand d only)	3,000/- (Rs. Three thousand only)
<p>Expression of Interest are invited from registered reputed and experience Operator/Company/Organization/Individual for appointment of water sports activities at MTDC resort Karla District (Pune).</p> <p>The Maharashtra Tourism Development Corporation reserves the right to accept or reject any or all bids without assigning any reason, what so ever.</p> <p>Locations:- Karla (Pune) Maharashtra.</p> <p>Prospective bidder should satisfy following conditions:</p> <p>1.1 The bidders shall have achieved cumulative annual turnover min. of Rs.50 Lakh, during last three financial years. (Certificate from C.A. is mandatory in Technical Bid cover) ended with 2015-2016.</p>					

- 1.2 The Bidder shall have satisfactorily completed (from start to finish), at least one similar type of work of operation of Water Sports activities in Maharashtra. Bidder should submit the details of similar works as per appendix-4 given in the EOI in the technical bid.
- 1.3 EOI documents can be seen, downloaded from the website <http://maharashtratourism.gov.in> from Date **14/10/2016, hrs 11:00 to Date-03/11/2016 hrs. 13:00.** Same shall be submit at MTDC office offline before due date.
- 1.4 Bids must be accompanied with tender form fee and Earnest Money Deposit (EMD) which has to be paid through Demand draft of any Nationalize bank in favour of Maharashtra Tourism Development Corporation LTD.
- 1.5 Pre-bid conference (for those who have purchased the bid) will be held **at 15.00 hrs. On 24/10/2016** at the office of Manager (Adventure Sports), MTDC on above address.
- 1.6 Bidder should quote competitive rates including statutory taxes as per specification mentioned in **Appendix 3.**
- 1.7 Managing Director, Maharashtra Tourism Development corporation Ltd, Opp. Yogakshema (L.I.C. Building), Madame Cama Road, Mumbai- 400 020 reserves the right to accept or reject any or all the tenders without assigning any reason.
- 1.8 EOI for above mentioned work will be finalized subject to approval of Competent Authority.

--Sd--

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

No.MTDC/Advt/WS/Karla (Pune)/B-110/2016.
Date: - 14/10/2016.

Chapter 2

Background

2.2 Maharashtra Tourism Development Corporation Limited (MTDC) is a 100 percent subsidiary of Government of Maharashtra; MTDC is engaged in development of Tourism and related infrastructure across the State of Maharashtra. As a part of this endeavour, MTDC has planned to develop water sports centre at Karla (Pune), Maharashtra.

Place: - Karla (Pune)

2.3 MTDC invites proposals from interested Parties/Agencies/Individual/Firm who shall be responsible for developing Water Sports and related activities at Karla (Pune), Maharashtra.

2.4 The water sports activities Which may be conducted including Boat and Water-scooter Rides, Parasailing, Water Skiing and Fun Rides, Jet Ski, Windsurfing and Sailing, Kayaking and Canoeing, Scuba Diving, Inflatable Water Park, Banana Boat Ride and other towable, Dolphin Sighting Rides etc.

2.5 The selected party (operator/agency/Consortium/individual/Joint bidder) have to arrange and maintain basic visitor amenities like – Reception-cum-Ticketing Counter, Seating Area, Restaurant/Refreshment Store, Drinking Water, Changing rooms, clean Toilets and Storage for equipments. Safety requirement and professional trainer shall be provided by operator. All the above facilities should establish by temporarily structure like Porta Cabins, Wooden structure etc.

MTDC will provide the land on “right to use basis” only and will facilitate in getting necessary approvals and support.

2.6 DEFINITIONS

In this EOI 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:

- 2.6.1 “**Authority**” shall mean Managing Director, Maharashtra Tourism Development Corporation Ltd.
- 2.6.2 “**Bid**” or “**Technical Bid**” shall mean the Bid submitted by a authentic Bidder;
- 2.6.3 “**Bidder**” shall mean company/ partnership firm incorporated, joint venture, individual, proprietor, established as per the applicable laws of India;
- 2.6.4 “**Bid Due Date**” shall mean the last date for submission of Bids,
- 2.6.5 “**Business Day**” shall mean such day on which the offices of the Maharashtra Tourism Development Corporation are open for work;
- 2.6.6 “**EMD**” shall have the meaning Earnest Money Deposit;
- 2.6.7 “**Net Revenue**” shall mean all revenues appropriated / earned from the operations of all activities REDUCED by the liability of Govt. Taxes paid, if any.
- 2.6.8 “**Letter of Award**” shall mean the letter issued to the Successful Bidder by Authority.
- 2.6.9 “**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;
- 2.6.10 “**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.
- 2.6.11 “**Successful Bidder**” or “**Preferred Bidder**” shall mean the Bidder whose Bid has been accepted by Authority and has been issued a Letter of Award;
- 2.6.12 “**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

Instructions to Bidders

- 3.1 Sealed tenders are invited from leading reputed water sports operators/ agency/individual having support of professional staff with proven track record of operating water sports and who/which fulfil the Technical and Financial capabilities as mentioned in this tender document.
- 3.2 Tender can be downloaded from the website www.maharashtratourism.gov.in before the Bid Due Date. The bidders are required to submit the Tender Fee of Rs.3,000/- in the form of the Demand Draft along with the Bids; in case tender fee is already paid for procurement of tender document then copy of receipt of the same is to be attached in the bid. Bidders are requested to submit separate Bids for each Karla (Pune), they are bidding for and shall submit all supporting documents as per the requirement of this tender document.
- 3.3 Conditional Bid will be rejected.
- 3.4 **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 Appendix 1, 2 & 3. (b) The Bid being submitted by the Bidder shall have the following documents:

Part-1 Technical Bid

- a) Demand Draft (Non refundable) of Rs.3,000/- (Rupees Three Thousand only) towards Cost of processing the EOI document in favour of Maharashtra Tourism Development Corporation Ltd. Mumbai.
- b) EMD worth INR 50,000/-(One Fifty Thousand only) in favour of Maharashtra Tourism Development Corporation Ltd. Mumbai.
- c) Letter of Application as per **Appendix-1**.
- d) Technical proposal for development of water sports as per the guidelines in **Appendix-2**.
- e) Demonstration of Relevant technical and financial capacity as per the attached format in **Appendix-2**.

Part-2 Financial Bid

a) Letter Comprising the Financial Offer as in Appendix-3.

3.5 The Bidders are advised to physically visit and inspect all the existing facilities and site potential that may be necessary for preparing the bid and for entering into a contract for execution of the works before submission of the bid on own expenses.

3.6 **Bidding criteria-** annual development premium for 5 years will be the bidding criteria, which shall be quoted in the financial bid.

3.7 In the event a qualified Bidder wants to withdraw the Bid, the EMD of such Bidder shall be forfeited. 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.

3.8 **Important Dates**

Issue of tender documents: From **14/10/2016 to 03/11/2016** between **11.00 hrs. To 15.00 hrs.** On all working days.

Pre-bid meeting: **24/10/2016 at 15.00 hrs.** In the conference hall of MTDC Office, Mumbai.

Bid submission: **05/11/2016 at 15.00 hrs.** By RPAD/Hand Delivery/Courier.

Date of Opening of Bids: **07/11/2016 at 15.00 hrs.** At Head Office, ,MTDC, Mumbai.

3.9 **Bid submission:**

3.9.1 The Bidder shall submit the Bid in the format specified for Technical Bids as per Appendix-1 and 2, together with the documents specified and seal it in an envelope and mark the envelope as "Technical Bid".

3.9.2 The Bidder shall submit the Financial Offer in the format specified at **Appendix-3** and seal it in another envelope and mark the envelope as "Financial Bid".

3.9.3 Both the envelopes of the Technical Bid and the Financial Bid shall then be sealed in an outer envelope and mark the envelope as "Bid". The Bidder shall seal the original and the copy of the Bid document (duly signed on all pages), together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall be super-scribed as BID for "Appointment of operator for water sports activities at Karla, Dist. Pune.

All Bids are to be sent to the following address:

Managing Director,
Maharashtra Tourism Development Corporation Limited.,
CDO Hutments, Opp. Yogakshema Bldg.,
Madame Cama Road,
Mumbai – 400 020.

Contact Person: __Manager Adventure sports.

The tender document may be downloaded from tender section of www.maharashtratourism.gov.in. The financial bid has to be submitted on the envelope containing the proposal shall be super scribed as “Tender for “Appointment of Water Sports Operators/Agencies at Karla (Pune) in Maharashtra.

Managing Director, MTDC reserves the right to reject any or all tenders without giving any clarification and notice.

3.10 Fees: A bid processing fee (non-refundable) worth INR 3,000/- (Rs. Three Thousand Only) and an EMD (refundable to all non-successful bidders) worth INR 50,000/- (Rs. Fifty Thousand only) in favour of Maharashtra Tourism Development Corporation Ltd. shall be charged.

Chapter-4

General Terms and Conditions

The following general terms and conditions should be noted –

4.1 Agreement and associated details

- 4.1.1 The License Agreement is for a period of five (5) years and can be further extended to another 5 years as per mutually agreed terms and conditions.
- 4.1.2 Bidder should submit Water Sports Centre operation plan to MTDC.
- 4.1.3 The required land on the beach/Water sports locations for the equipment and the tourist's facility and storage, if any will be provided by MTDC only on "right to use" basis for the period co-terminus with the License Agreement. The land shall be used only for the purpose of provisioning of basic amenities to the tourists and storage only, and not for any other purpose.
- 4.1.4 The water sports equipments should be certified and registered from MMB/IRS.
- 4.1.5 The selected water sports operators/agency/individual will be required to show relevant proof of acquiring necessary equipment as per the proposed concept and should have hired necessary technical man power at the time of signing an agreement. The selected water sports operators/agency/individual shall use water sports equipment of good quality confirming to international standards. The same shall be monitored by MTDC periodically.
- 4.1.6 The selected water sports operators/agency/individual will have to pay the "Annual Development Premium" as fixed during the time of contract and shall be paid in favour of "Maharashtra Tourism Corporation Limited" as per the terms of License Agreement.
- 4.1.7 Water Sports Activities shall be run in the name of "AGENCY/OPERATOR" but the fact that the property belongs to "Maharashtra Tourism Corporation Limited", Government of Maharashtra to be indicated in the Name Board.
- 4.1.8 All sanctions, permissions, no objections, letters of intent, consent, licenses, clearance, approvals etc. shall be obtained by the selected water sports operators/agency/individual at his own cost and such document shall be kept effective and in force at all material times throughout the operation period.

- 4.1.9 The selected water sports operators/agency/individual should operate the Water Sports Activities on continuous basis throughout the License Agreement period. However in case of unfavourable weather conditions the operator may decide to halt the operations during that time period. Shall inform MTDC for the same.
- 4.1.10 The selected water sports operators/agency/individual shall not sublease the license to operate the Water Sports.
- 4.1.11 MTDC reserves the right to accept or reject any or all applications/locations and/or to annul the bidding process/process of application and reject all applications, at any time without any liability or any obligation for such acceptance; rejection or annulment, without assigning any reasons whatsoever.

4.2 Onsite Facilities

- 4.2.1 The selected water sports operators/agency/individual shall be required to maintain facilities like – changing room's, toilets, reception area with ticket counter and rates of water sports, small snacks outlet and drinking water for the tourists.
- 4.2.2 The selected water sports operators/agency/individual should arrange electricity, water and maintenance and other facility in respect of Water Sports at their own cost.
- 4.2.3 The selected water sports operators/agency/individual shall make adequate and satisfactory arrangement for the removal of waste of garbage and shall be responsible for the disposal of waste bags accumulated either nearby office area or within its designated area as per the applicable norms of respective Authority.
- 4.2.4 Water sports equipment should be provided with duly registered from MMB/IRS.
- 4.2.5 The operator responsible to make periodic survey every year of all water sports equipments and facilities.

4.3 Human Resources

- 4.3.1 The selected water sports operators/agency/individual shall employ human resources trained and certified with institutions of national and international repute and Govt., recognised institutes like NIWS, YAI, and ABIMAS etc.

The water sports operators/agency/individual shall at all time keep the relevant proof documents of the human resources at the facility for ready reference of the tourists and monitoring agencies.

- 4.3.2 All expenses like salaries, wages, insurance and all other benefits and dues of the human resources engaged by the water sports operators/agency/individual shall be paid by him/her. MTDC shall have no liability of any such employees whatsoever.

4.4 Safety and Monitoring

- 4.4.1 The activities and operations shall be monitored by an external agency appointed by MTDC. The monitoring shall be conducted every year during the operations. MTDC may at its discretion undertake the monitoring (number and time) along with external agency with or without prior notice.
- 4.4.2 The water sports operators/agency/individual will use equipments certified by NIWS, IRS, MMD or any other agency of international repute.
- 4.4.3 The selected water sports operators/agency/individual will have to follow the operating and safety norms laid down by the NIWS.
- 4.4.4 The selected water sports operators/agency/individual will have to take insurance of the passengers to the extent of Rs.5,00,000/- (Rupees Five lakhs only) per passenger.
- 4.4.5 No permanent structure like Jetty, office, Ticket Quainter, Changing rooms, etc shall not permitted to built at site of operation. Bidder can install temporary structure like Security cabin, wooden structures, Benches etc which can easily uninstal will be allowed to bidder on the Site.
- 4.4.6 The selected water sports operators/agency/individual shall promptly submit verified statements, reports, accounts, documents and any other particulars as required by the authority from time to time.
- 4.4.7 No operation should be undertaken except the allotted items. For operating new water sports activity prior approval should be taken from the MTDC and the concern Authority.
- 4.4.8 The selected operation shall follow all rules and regulation of relevant government authorities like Local Gram panchyat, Jilha parishad, etc.

4.5 **Termination of Contract**

The licence may be terminated under the following conditions (one or more than one)

- 4.5.1 On event of breach of any terms and condition of the agreement the authority shall issue a notice to the selected water sports operators/agency/individual asking for remedial measures and the water sports operators/agency/individual shall be required to comply the notice within 30 days' time failure to which this agreement stands terminated and the selected water sports operators/agency/individual shall forthwith vacate the place.
- 4.5.2 If the selected water sports operators/agency/individual fails to run the water sports activities for a period of 30 days continuously the authority shall issue a notice to the selected water sports operators/agency/individual and if the selected water sports operators/agency/individual fails to operate the activities even after one month on receipt of the notice the Authority shall forfeit the Operation Performance Security and terminate/Cancelled the Agreement straightway immediately.
- 4.5.3 Any additional terms and conditions will be incorporated as and when required as per the instruction of Government of Maharashtra/ or Govt. of India other than the mentioned terms and conditions in the tender. This will be binding to all the Bidders.
- 4.5.4 **Security Deposit**: -Successful bidder shall have submit sum of Rs.5 lacs (Rupees Five lacs only) in form of Pay Order/ Demand Draft of a scheduled bank payable at Mumbai in favour "Maharashtra Tourism Development Corporation Ltd"as and by way of Security Deposit
- 4.5.5 All the bidders to note that their all the Boats/Equipment shall be got registered in MMB before take it into operation and all necessary documents shall be supplied by bidder.

Chapter- 5

Evaluation Parameters

The evaluation process is Quality cum Cost Based (QCBS) at **60T:40F** ratio. The financial bid envelope of only those bidders who qualify in technical bids shall be opened.

5.1 Evaluation of Technical Bids.

Those technical Bids which are found to be responsive to the requirements of the tender as specified would be considered for assessing their qualification for Technical Criteria. The marking for Technical Evaluation shall be carried out as stated in the table below:

Particulars	Maximum Marks	Remarks	Proof/Documents to be submitted
1. Technical Capability – Maximum Marks 60			
1.1. Similar projects executed/operational (to be provided for the project/ location) for on-going projects in the past three year. (As per Appendix-4)	10	Maximum 5 projects. (2 Marks for each project)	Collector's approval or from any other Appropriate authority. Proof of association with multiple state is desirable Site photographs – 4 photos of each site.
1.2 Water Sport Activities functional in other locations.	10	Maximum 5 activities. (2 Marks for each water sports activity being operated)	
1.3 Technical manpower deployed with experience	10	2 Marks for each technical manpower.	Technical personal to handle each sport activity functional along with proof of associated duly signed by staff member(NIWS/RYA/YAI any other appropriate certification)
1.4 Equipment Fleet	10	1 point on each equipment for each activity	Proof of purchase of equipment, with its brand, make and model.

1.5 Details of the proposed activity(ies) at Karla (Pune)	10	Subjective Grading	Proposed concept of site and activity development, visitor amenities, area requirement human resource and equipment utilization. Innovation, in depth understanding of the operations, sustainability measures, quality control assurance shall be awarded more marks.
2. Financial Capability- Maximum Marks 10			
2.1 Annual Turnover in previous year (FY 2014-15)	10	Maximum 50 lakh (5 Marks), 1 Mark for every 5 lakh additional (max upto 10 marks)	Audited Balance Sheet and P & L statement.

The total marks for the technical bid shall be 60. The Financial Bids of only those bidders who score more than 60% marks in the technical bid shall be opened.

5.2 Evaluation of Financial Bids

The financial bids will be evaluated based on the comparative ranking derived from the highest and the lowest bid. The highest bidder will be awarded 40 marks and All other bidders will be marked on this scale.

The bidder getting the highest total based on Technical and Financial Bids shall be awarded the project at Karla (Pune), Maharashtra.

Note: The prices quoted should be inclusive of all Statuary taxes. Which are or may become payable by the contractor under existing or future laws or rules of the country of origin/Operate and Manning during the course of execution of the contract.

Chapter – 6 Appendix

Appendix-1: Letter of Application

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,
CDO Hutments, Opp. Yogakshema Bldg.,
Madame Cama Road,
Mumbai – 400 020.

Sub: Appointment of Operator for Water Sports Activity at _____,

Dear Sir,

We are pleased to submit our Application in response to the Invitation Document for “Appointment of water sports operators/agency/Consortium/individual for development of water sports activity across Maharashtra” (the “Project”) through Private Sector Participation, issued by your good office.

(Authorized Signatory of Bidder)

Appendix-2: Technical Proposal format for development of water sports activity (along with proofs as previously mentioned.

Technical Bid

Relevant Details of Bidder	
Name	
Address and contact details	
1. Technical Capability	
1.1 Similar projects executed/operational (to be provided for each project/location) For on-going projects in the past three year. (As per Appendix -4)	
1.2 Water Sports Activities functional in other locations.	
1.3 Technical manpower deployed with experience.	
1.4 Equipment Fleet	
1.5 Details of the proposed activity/ (ies) at Karla (Sindhudur).	
1.6 Firm Registration certificate. With copy of authorization towards Operator of Water Sports Activities, Manning as specified in the tender. In case of a Firm, copy of the authentic document in this regard shall be attached uploaded.	
1.7 Pan card of registered firm/Agency/Operator.	
1.8 Copy of service tax registration and VAT registration.	
1.9 Proof of work orders, work completion certificate of similar type of work should be submitted.	
1.10 Declaration/ Undertaking against the documents submitted by Bidder.	
2. Financial Capability	
2.1 Net worth/Annual Turnover in previous three years (2013-14, 2014-2015, 2015- 2016 (Cumulative Total of last three years ending with year 2015-16.at least 50 lacs).	
2.1 The Tenderer must be registered for PF and ESIC	

Appendix-3: Letter Comprising the Financial Offer

Financial Offer

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

Place:

Date:

To,
Managing Director,
Maharashtra Tourism Development Corporation Limited,
CDO Hutments, Opp. Yogakshema Bldg.,
Madame Cama Road,
Mumbai – 400 020.

Sub: Financial Offer for Appointment of operator for water sports activity at _____ Maharashtra.

Dear Sir,

With reference to your EOI document dated _____. I/We, having examined the Bidding Documents and understood their contents; hereby submit my/our Financial proposal for the aforesaid Project. The Financial Proposal is unconditional and unqualified.

1. I/We hereby submit our Bid and we agree to pay Rs. _____ (in words _____) as annual development premium, with a growth of 10% per annum for undertaking the aforesaid Project in accordance with the bidding documents and the Development Agreement.
2. I/We hereby declared that the annual development premium quoted above is fixed, inclusive of all applicable taxes and shall be interpreted and evaluated as per the other clauses of the Bidding Document.
3. I/We hereby declare to undertake the aforesaid Project in accordance with the terms and conditions of the Development Agreement and the Bidding documents.

In witness thereof, I/We submit this Financial Proposal under and in accordance with the terms of the EOI and the Bidding documents.

Yours Sincerely,

(Signature, name and destination of the Authorized signatory)
Name and seal and Bidder/Lead Member

Appendix-4: DETAILS OF WORK OF SIMILAR TYPE COMPLETED BY

Operator/Agency/Individual/Firm

Name of the Operator/Agency/Individual/Firm:-

Sr. No	Name of work (Water Sports)	Name and Address of the organisation for whom the work (Water Sports) was done	Place and Country	Agreement No.	Date of commencement	Tendered Cost (Rs. in lakhs)	Total cost work (Water Sports) 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.

Chapter-7

DRAFT OF AGREEMENT

THE MANAGEMENT AND OPERATION OF WATER SPORTS CENTRE AGREEMENT

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 C D O Hutments Opp L.I.C (Yogeksheema) building , Madame Cama Road, Mumbai 400 020 hereinafter referred to as “the Principal ” (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 “**Operator**” (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 EOI Notice No. _____ dated _____, the PRINCIPAL had invited Bids for manning, operating, and management of Water Sports Centre including maintenance, (equipments to be provided by the Operator) at _____ location, Maharashtra State for a period of 5 years on terms and conditions which are included in tender document Section A and B (hereinafter called the “Said Work”);

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

AND WHEREAS vide Work Order No. _____ dated _____, the PRINCIPAL 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 PRINCIPAL may extend this Agreement for a further period of 5 years, subject to the PRINCIPAL communicating in writing of its intention to extend this Agreement 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 PRINCIPAL as provided in this Clause. The principal reserves its rights for further extension.
2. Operators shall be employed and recruited Boat Master, Crew, Mariner, etc by keeping in mind the terms set out in the EOI. The Manpower to be recruited and employed by the Operator is to be provided by the Operator as Listed in ‘**Appendix-2**’ of this Agreement.
3. All MMB registered Water Sports & other Equipments, required for the Said Work shall be provided by the Operator. The quantity and the specifications of the equipments that shall be provided by the Operator is to be given in “**Appendix-3**”.
4. (a) On or before the execution of this Agreement the Operator/Services Provider shall provide a sum of Rs.5 lacs (Rupees Five 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 Operator at the end of the contract subject to the satisfactory performance of the Work. The operator will not be entitled to receive any interest in the Security Deposit.

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 certify manpower as detailed in **Appendix-2** referred above;
 - (iii) Operate and Manage the said Work by ensuring availability of 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 PRINCIPAL as per **Appendix-2** within 15 days of commencing the Work. Further

the Operator shall submit the manpower details as per **Appendix-2** 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 Operator shall every month submit details of deficiency in services/non-human resources
- (vi) The Operator shall recruit employees and deploy certified skilled operators 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) Manager

6. The PRINCIPAL shall levy a penalty for deficiency in service. The penalties shall be recovered from the security deposit of the Operator.

7. The Operator covenants with the PRINCIPAL that:

- (i) Insurance policies for personnel and boat equipments shall be obtained by the Operator 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 PRINCIPAL.
- (ii) Operator shall not make use of the equipments or the infrastructure for any other purpose except for the Said Work.
- (iii) Operator shall allow the authorized officer of the PRINCIPAL / Nominated Person to take stock of the equipments and tackles at all reasonable times;
- (iv) Operator shall not later than the 15th of the month succeeding the month in consideration submit a copy of the Yearly Incident Register to the PRINCIPAL. Operator 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 PRINCIPAL shall neither in any way be responsible in case of default of the operator in payment to their employees nor the employees so employed shall have any claim for employment with the PRINCIPAL in the event of the expiry of this Agreement or its prior termination.

The operator shall act as an agent and shall not claim for employee and employer relationship in the future.

8. The PRINCIPAL hereby covenants with the Operator that –
- (i) Principal will assist the Operator to obtain clearance from the Local authorities/ Grampanchayat, Mahanagar Palika, etc for operation of Water Sports Centre.
 - (ii) Principal shall help the Operator to obtain registration from the Maharashtra Maritime Board for the equipments as may be required.
 - (iii) Principal will cause the issuing of necessary instructions/ regulations as per advice of the Operator for declaring beach stretches identified by the Service Provider, as prohibited for swimming by the public.
 - (iv) Principal will request the Health Department to establish trauma centre (medical stations) at locations identified by the Operator to enable providing of qualified and professional medical aid to persons rescued by the Operator whilst undertaking the Said Work. The PRINCIPAL acknowledges that the Operator is not under any obligation to provide qualified medical assistance except for medical aid as would be provided by a qualified, skilled operators (Boat Master, Crew, Mariner, etc) such as resuscitation by CPR and first aid. If in the event of any untoward incident happening where a person requiring urgent medical aid/ hospitalization the Operator shall arrange or cause to arrange for the same and hereby indemnifies the principal in respect thereof.

Termination

9. In the event the Operator fails to perform material obligations under the contract agreement, or specifically fails to meet the following milestones, the PRINCIPAL will give 30 days' notice period calling upon the Operator to rectify the breach, If Operator fails to rectify the breach the PRINCIPAL shall reserve the right to terminate the contract immediately on following breaches.
- a) Failure to provide human resources within 30 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.

10. 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 PRINCIPAL, the Operator shall request the PRINCIPAL to remedy such breach and the PRINCIPAL shall take all reasonable steps as may be necessary to remedy such breach and in any event within 30 days from the Operator informing the PRINCIPAL of such breach.
11. The PRINCIPAL shall be at liberty to require the Operator to provide the Said Work in ———the State of Maharashtra subject to the PRINCIPAL agreeing to bear the cost of such additional Work mutually agreed in writing by the Parties hereto.
12. Notwithstanding anything contained in this Agreement or contrary to what is stated hereinafter, the Operator 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 Operator provided the Operator immediately notifies the PRINCIPAL 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 Operator shall resume performance as soon as possible after the event of force majeure has ceased.
13. Notwithstanding anything to the contrary contained in these presents, it is expressly agreed by and between the parties hereto that the PRINCIPAL shall be at a liberty to procure sponsors, grant advertisement rights, media rights relating to on the uniform, infrastructure, equipment etc., which shall be used / established / procured for the implementation of the Said Work in the Karla (Pune). The income so generated from such sponsors shall accrue solely to the PRINCIPAL which operator shall not have any clame.

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 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 Principal and Contractor. Contractor 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, the PRINCIPAL 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 is Mumbai City only.

The Operator 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 Operator may continue providing the Said Work at the written request of the PRINCIPAL after the aforesaid period.

The Operator shall not be required to continue to provide the Said Work in the event of termination of this Contract by the PRINCIPAL after the dispute, or difference has been referred 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 Contractor 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 Principal.

5. Insurance

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

6. Modification or Amendment

No amendment, change or modification of this Agreement shall be valid unless it is in writing signed by the Principal. Principal hereby reserves the right to amend, rescind, alter, and modify the said agreement at any time.

7. Penalty

In case the contractor 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.1, 000/- (Rupees One Thousand only) per boat for each day of default.

Security Deposit can be withheld to pay for property 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) PRINCIPAL : The Managing Director
C.D.O Hutments, Opp. L.I.C (Yogaksheema) Bldg
Madame Cama Road
Mumbai 400 020

(B) Operator: _____
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 PRINCIPAL)

Maharashtra Tourism Development Corporation)

Limited through its Managing Director)

In the Presence of)

)

1))

)

2))

OPERATOR:)

SIGNED AND DELIVERED)

By the within named Service Provider)

)

In the Presence of)

)

1))

)

2))

Chapter – 8

CONDITIONS FOR CONSORTIUM BIDDING

1. The Consortium member shall be an incorporated company/LLP/Partnership term/Individuals
2. A member of bidding consortium cannot participate in another consortium.
3. The Lead Bidder of the consortium shall submit the offer of the consortium
4. The Lead Bidder shall be that member who held atleast 51 % share in the consortium.
5. Details of the all members of the consortium shall be provided.
6. Audited Financial Statements and Accounts for the year ending 31st March 2013; 2014 and 2015 of all members of the consortium shall be provided
7. Power of attorney in favour of the Lead Bidder by the members of the consortium as per format given shall be provided.
8. The members of the consortium shall be required to form an appropriate company under the Indian Companies Act, 1956 to execute the Agreement and shall comply with the following conditions.
 - (a) Number of members in a consortium shall not exceed 2(two);
 - (b) Members of the Consortium shall nominate one member as the Lead Bidder, who shall have an equity share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity of SPV/LLP. The nomination(s) shall be supported by a Power of Attorney, as per the format signed by all the other members of the Consortium;
 - (c) The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and operation and maintenance obligations;
 - (d) The members of a Consortium shall form an appropriate SPV/LLP to execute the Project, if awarded to the Consortium;
 - (g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified (the “**Jt. Bidding Agreement**”), for the submitting the Offer the Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:

- i. convey the intent to form an SPV/LLP with shareholding/ ownership equity commitment(s) in accordance with this RFQ, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - ii. clearly outline the proposed roles and responsibilities, if any, of each member;
 - iii. commit the minimum equity stake to be held by each member;
 - iv. commit that Lead Bidder , shall subscribe to 51 % (fifty one percent) or more of the paid up and subscribed equity of the SPV/LLP and shall further commit that the consortium members shall, for the period of contract continue to hold the equity so subscribed
 - v. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations.
 - vi. Except as provided in this tender, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Principal.
9. No change shall be permitted in the composition of the consortium at any stage after submission of offer.

---X---

Chapter-9

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_____

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 EOI , and Whereas, it is necessary for the Members of the Consortium to designate the member 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 "Principals") 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 PRINCIPALS 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 executants(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 powers 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 Appostille certificate.

Chapter-10

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} /LLP/Partnership/Proprietorship 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} /LLP/Partnership/Proprietorship 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 C D O Hutments Opp. L.I.C (Yogakshema) building , Madame Came Road, Mumbai 400 020 hereinafter referred to as “The Principal ” (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) represented by its Managing Director has invited EOI No. dated (The “**EOI**”) for qualification and award of Work for the work of manning, operating, maintaining and managing, including minor maintenance of Water Sports at -----, 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 EOI document and other bid documents in respect of the Work , and

It is a necessary condition under the EOI 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**
2. In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the EOI.

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 (**SPV**) under the Indian Companies Act, 1956 for entering into the Agreements with the Principal 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 Principal ;
- b) Party of the Second Part may be the Technical or 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 EOI and the Agreements to be executed between the Principal and the Consortium

6. Shareholding in the SPV

- a) The Parties agree that the proportion of shareholding among the Parties in the SPV 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 shall, at all times during the subsistence of the Agreement/s in respect of the said Work to be held by the party of the First.

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 Principal 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 **Principal**.

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)

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 executants(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.
