Maharashtra Tourism Development Corporation Ltd.,
Registered Office: Apeejay House, 4th Floor, 3 Dinshaw Vaccha Road, Churchgate
Mumbai- 400 020. Tel.- 022-22044040, Fax – 022-22852182

<table>
<thead>
<tr>
<th>RFP Notice No. MTDC/Dev/Volvo Bus/CR.15/2018</th>
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</thead>
<tbody>
<tr>
<td><strong>Notice for RFP</strong></td>
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<tr>
<td><strong>Appointment of Operator for the Operation and Management, Maintenance of Multi Axle Volvo Buses in Maharashtra</strong></td>
</tr>
</tbody>
</table>

Maharashtra Tourism Development Corporation, a Govt. of Maharashtra Undertaking, Mumbai invites Request For Proposal (RFP) from reputed and experienced companies to participate in the competitive bidding process for Appointment of Operator for the Operation, Management & Maintenance of Multi Axle Volvo Buses in Maharashtra.

For the detailed RFP document, interested bidders should visit http://www.maharashtratourism.gov.in/mtdc/tender-notices.

Last date of submission is 15.02.2019 at 01.00 pm.

Bids will be opened online on Date 16.02.2019, at 03:00 pm.

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

Date:- 07.02.2019.
Appointment of Operator for Management, Operation and Maintenance of Air Conditioned Luxury Coaches in Maharashtra as is where is basis.

Request for Proposal (RFP):

Last Date of Submission: 15/02/2019 (01 PM)

Rights reserved: MTDC reserves the right, without any obligation or liability, to accept or reject any or all of the proposals at any stage of the process, to cancel or modify the process, or any part thereof, or to vary any of the terms and conditions at any time, without assigning any reasons whatsoever. MTDC further reserves the right to curtail the current process at any time without assigning any reasons therefore.
NOTICE INVITING TENDER (NIT)

Appointment of Operator for Management, Operation and Maintenance of Air Conditioned Luxury Coaches in Maharashtra

Maharashtra Tourism Development Corporation intends to introduce various destinations in the scenic of Maharashtra by the means of 5 Air Conditioned Luxury Coaches (multi axle Volvo Buses). The buses shall provided by MTDC. The proposed bus tours will be branded as “Unlimited Maharashtra”.

The Luxury Coaches are have features such as spacious buses with luxurious amenities like Push Back Seats, LCD screens, Rest Room etc for comfortable and enjoyable experience of Tourists.

Maharashtra Tourism Development Corporation (MTDC) invites proposals from well-established and reputed transportation firms for Operating, Maintenance & Management of Luxury Bus Tour Services in Maharashtra through Air Conditioned Luxury Coaches. Tender Document is available on MTDC’s official website submission of Rs. 5,000/-. 

Brief Scope of Services:

The operator shall

- Market & Manage bus services at its own.
- Operate and maintain buses on specified routes
- Work with MTDC in scheduling and plans of tours
- Booking and Ticketing for the tours
- Brand Building and Marketing of Services
- Deploying sufficient man power for all the Operating, Maintenance & Management of Buses.

Eligibility Criteria

Interested bidders satisfactory the following qualifying criteria can only bid for this tender.

a. Interested bidders may be a Joint Venture, Consortium, Partnership Firm or Company
b. Minimum five years of experience in operating, maintenance & marketing of luxury tours in India. If tour or buses experience in Maharashtra would be preferred.
c. Minimum five years of experience in operation and maintenance of Luxury coaches
d. The bidder shall have minimum average annual turnover of Rs. 1 Crore in preceding last three financial years.
e. The bidder shall have minimum net worth of Rs. 5 Lakh as on 31-03-2017.
f. Bidder should not be defaulter or blacklisted which any department.
Tender Details

1. Tender Cost: Rs 5,000/- (Non Refundable)
2. Earnest Money Deposit: Rs. 1.00 Lacs
3. Last Date of Submission: 15/02/2019 upto 01:00 pm

Address

Managing Director
Maharashtra Tourism Development Corporation Ltd.,
Apeejay House, 4th Floor, 3, Dinshaw Vaccha Road,
Near K.C. College, Churchgate, Mumbai 400 020.

http://www.maharashtratourism.gov.in
# BID SUMMARY

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Key Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Title</td>
<td>Appointment of Operator for Management, Operation and Maintenance of Air Conditioned Luxury Coaches in Maharashtra-“Unlimited Maharashtra”</td>
</tr>
<tr>
<td>2</td>
<td>Authority</td>
<td>Maharashtra Tourism Development Corporation</td>
</tr>
</tbody>
</table>
| 3       | Project Components   | • Marketing & Management of Tours  
          |                                                                                  | • Operation and Maintenance of Five Air Conditioned Luxury Buses provided by MTDC          |
| 4       | Implementation Format| Public Private Partnership (PPP)                                                                                                        |
| 5       | Tender Cost          | Rs. 5,000/-                                                                                                                             |
| 8       | Authorization Period | 5 years (Five Years)                                                                                                                     |
| 10      | Bid Submission       | a) Technical Proposal  
          |                                                                                  | b) Financial Proposal                                                                 |
| 17      | Bid Validity         | 180 days from the last date of submission of the bid                                                                                      |
| 18      | Bid Security (EMD)   | Rs. 1.00 Lacs                                                                                                                           |
| 19      | Validity of Bid Security | 180 days from the last date of submission of Bid                                                                                       |
| 21      | Signing of Authorization Agreement | Within 15 days of issue of Letter of Acceptance,                                           |
| 22      | Performance Security (in the form of Bank Guarantee) | Rs 25.00 lacs valid for the entire period of agreement and a further period of 90 days after expiry of the agreement. |
| 23      | Schedule             | a) Issue of RFP  
          |                                                                                  | b) Downloading of tender Document 07.02.2019                                                                 |
|         |                      | c) Last Date of receipt of bids 15.02.2019 (Up to 1.00 PM)                                                                               |
1. **Project Introduction**

*Maharashtra Tourism Development Corporation (MTDC)* is a company registered under company act and fully owned by Government of Maharashtra and is responsible of promoting, developing and operating tourism products in Maharashtra State. Adhering to its policy of promoting Tourism and designing innovative tourism products via developing destination/regions, MTDC is now proposing to start tours to Maharashtra through Air Conditioned Luxury Coaches along with partnership with private operator. The proposed bus tours will be branded as “Unlimited Maharashtra”.

Maharashtra comprises of beautiful untouched beaches, magnificent mountains, hill state, world heritage site and cultural & religious treasures.

MTDC, which has its own resorts in Maharashtra, has taken initiative to enhance and encourage tourism development in the Maharashtra by running air conditioned luxury coaches with modern amenities which will submit the tour.

1.1. **Objective of Assignment**

As part of its strategy to enhance Tourist Facilities in the Maharashtra MTDC wishes to run Air Conditioned Luxury Coaches with modern amenities in Maharashtra.

Objective of MTDC is to:

- Promote tourism in the Maharashtra targeted to high end tourists
- Provide world class travelling experience to tourists
- Evolve a project structure / concept that would attract / enable private Operators to operate and maintain the Air Conditioned Luxury Coaches in Maharashtra

1.2. **Responsibilities of MTDC and Operator.**

MTDC and the operator to observe comply and perform the following:

- MTDC shall provide buses to be operated which will be maintained by operator in goods and servicing centre.
- Assisting operator in obtaining any permits and approvals from various agencies related to the said project
1.3. Bus Specifications

MTDC shall provide operator five (5) air conditioned luxury coaches for operation and maintenance. All five buses are customized to MTDCs specification including the seats, interiors and exteriors.

Model of Bus : VOLVO 9400 6X2 MULTIAXLE INTER-CITY COACH

Number of Seats : 43

Additional Components

- Chemical Toilet
- Pantry (Microwave Oven, Coffee Maker)
- GPS Tracking Devices
- WiFi
- Calf support (Semi-Sleeper) Seats

Other details with specifications of buses are attached with the document.

2. Scope of Work

1. Tour Management
   i. Operator shall operate bus services in the Maharashtra
   ii. Selecting destinations and routes of tours in consultation with MTDC
   iii. Ascertain scheduling according to demand and seasonality of tourists
   iv. Fix the bus service / ticket cost in consultation with MTDC.
   v. Marketing and advertising of services in public domain
   vi. Operator shall implement booking and ticketing system with adequate monitoring authority for MTDC
   vii. Ascertain scheduling according to demand and seasonality of tourists
   viii. Manage the logistical issues such as optimum utilization of buses
   ix. Ensure quality standards are up to highest luxury level
   x. Ensure safety of passengers at all times

2. Operating Buses
   i. Carry out day to day operations as per the schedules and frequency for each bus trip
   ii. Obtain vehicle fitness certificates and pay tolls and permit charges as per tour itinerary
   iii. Incur all operational costs pertaining to day to day bus operations including but not limited to, cost of crew, fuel, spares, all maintenance beyond what is covered by the warranty of the vehicle
   iv. Ensure that it pays any fines or penalties that may be imposed for any defaults in compliance with traffic rules or other Applicable Laws in relation to the operation of the Bus Service.
v. The Operator has complete operational control over the buses and the crew

vi. In case of any breach, forest and scenario of law in force by the Operator or any of its staff while operating the tour, the Operator shall be solely responsible for payment of any fines/penalties etc or facing legal action if any.

vii. The operator shall take comprehensive insurance policy to cover for the passengers under the prevailing laws in force

viii. In case of any accident, the Operator shall be solely responsible for ensuring compensation for injury or loss of life of the passengers, the staff of the Operator and to any aggrieved third party as well or any other penalty/fine/compensation in any other nature

3. Minimum Obligations for the selected Operator

  i. The selected bidder needs to operate 5 buses

  ii. The bidder shall submit a quarterly tour plan to MTDC and get it approved prior to launching the proposed services. The dates of start and end of the quarter shall be mutually agreed by the selected operator and MTDC

  iii. Such Quarterly plan must be submitted at least 30 days prior to the beginning of the quarter

  iv. Out of the total tour days in each the quarter, (90 or 91 days x 5 buses), minimum 60% of the tour days have to be for the operation of tours to and from the Maharashtra

  v. For tour days, the bus tour has to necessarily have either the pick up or drop off points as one of the Maharashtra destinations excluding Mumbai

  vi. For all the tour days, the journey shall either start or terminate in the Maharashtra

  vii. For the tour days, Mumbai Metropolitan Region (as covered by Mumbai Metropolitan Regional Development Authority except Pen and Alibaug) cannot be destination for a bus journey starting from Non Maharashtra. (e.g. A bus service originating in cities other than Maharashtra to Mumbai/Navi Mumbai/Thane district is not permissible)

  viii. Mumbai Darshan is permissible as a part of Non Tour days

  ix. Operator should submit a quarterly report, which includes number of tourist, route and income.
4. **Upkeep and Maintenance of Buses**

   i. Maintain the vehicles in accordance with the applicable rules made there under, as amended from time to time, and shall carry out necessary repairs and maintenance at its own cost
   
   ii. Maintain cleanliness of the vehicle to the highest standards
   
   iii. Ensure minimum downtime for the buses
   
   iv. Maintain records of the maintenance activities carried out from time to time on buses
   
   v. It is encouraged for selected operator shall enter with a suitable Annual Maintenance Contract with the Bus Manufacturers – Volvo India or have an equivalent maintenance mechanism to the satisfaction of MTDC.
   
   vi. MTDC has received a credit towards Maintenance of Buses from Volvo India to the extent of Rs5 Lakh. The same shall be made available to the selected operator.
   
   vii. Monitor and ensure periodic and preventive maintenance checks of the vehicles
   
   viii. Prepare, submit and follow periodic maintenance schedules as per guidelines provided by bus manufacturers
   
   ix. Upkeep and maintenance of components such as LCD panels, GPS instruments, monitors, pantry, toilet etc. installed on the bus
   
   x. Ensure timely and periodical upkeep of upholsteries and other furnishings in the bus.
   
   xi. Ensure proper upkeep and enhance visual appeal of bus on the exterior
   
   xii. Ensure physical safety of buses including all electronic equipment and accessories installed on the buses
   
   xiii. Carry out regular inspection of the buses in co-ordination with MTDC
   
   xiv. In case of any break down of bus(es), the operator shall ensure proper alternative arrangements on an efficient basis
   
   xv. In case of any damage to the bus(es), MTDC shall recover the requisite damages from the Operator.

5. **Manpower**

   i. Recruit/appoint qualified drivers, supervisors, guides, maintenance staff, management staff at its own cost
   
   ii. Adhere to all requirements relating to employees and labour, as per the laws of India
   
   iii. Crew shall be trained and validated before commencement of actual operations
   
   iv. Operator shall appoint two (2) qualified drivers per bus and appropriate number of helpers & servers on board
   
   v. All the crew in the bus shall be neatly uniformed at all times of the tour
   
   vi. Make provisions for additional staff so as to ensure continuous services
   
   vii. Coordination and Supervision will form key responsibilities and deployment of sufficient manpower is expected for this project
6. Training
   i. Crew shall be trained and validated before commencement of actual services
   ii. Drivers are required to be trained on vehicle maintenance and contingency handling

7. Quality of Services
   i. Security of passengers and their luggage shall be the utmost priority of the Operator
   ii. Operator is expected to take all measures to ensure safety and security of the tourists
   iii. Reliability of the service depends on timings, cleanliness of the buses and safety & security of the tourists
   iv. Shall adhere to best of the industry norms for the services
   v. Operator shall seek feedback from passengers via feedback forms and shall be submitted to MTDC for review of services provided
   vi. MTDC shall appoint its own monitoring mechanism to monitor quality of services

8. Terminal Depots and Parking Spaces
   i. Identify, maintain & facilitate boarding points for passengers
   ii. Provide appropriate infrastructure for tourists at the boarding points
   iii. Earmark the area for parking, maintenance and upkeep and establish facility for maintenance

9. Marketing and Branding of services
   i. The Operator shall be responsible for carrying out marketing and branding of the tours at its own expense.
   ii. The branding shall be in the name of MTDC as per their specifications and guidelines
   iii. MTDC shall provide material to be showcased inside the buses for its own promotion

10. Operational Plan and Various Tie-ups
    i. The Operator shall be responsible for various permissions and tie ups. MTDC shall provide all the assistance to the Operator for acquiring permissions and other issues
    ii. The Operator shall decide operational plan for the services which includes the following in consultation with MTDC:
        1. Routes
        2. Scheduling
        3. Package cost and Collection mechanism
        4. Commercial tie ups
11. Branding of MTDC on Buses

The interior and outdoor of the buses including the LCD panels shall be utilized exclusively for branding of MTDC.

12. Reporting Mechanism

The Operator shall implement a suitable reporting/MIS mechanism for the proposed tour covering number of passengers, tour itinerary etc which shall be presented to MTDC on a timely basis as mutually agreed between the Operator and MTDC. The Reporting/MIS formats shall be pre approved by the Operator from MTDC.

Eligibility Criteria / Technical Eligibility-

i. The bidders may be (i) an individual / proprietary concern (ii) registered partnership firms, (iii) a company including a joint venture company incorporated under the Companies Act, 1956. (iv) Joint Venture of any combination of i, ii, and iii and shall have proven capability & experience. The maximum members of Joint Venture shall not exceed two.

ii. Each bidder will submit only one bid either by himself or as a partner in joint venture/ consortium. Any bidder participating in more than one bid will be disqualified.

iii. Minimum three years of experience in conducting luxury package tours in India. Experience in Maharashtra would be preferred

iv. Minimum three years of experience in operation and maintenance of Luxury coaches

v. Bidder should not be defaulter of any nature to Government of Maharashtra.

vi. Bidder who has experience of operation of buses (atleast 50 buses) with Government of Maharashtra may give preference.

Financial Eligibility

vii. The bidder shall have minimum average annual turnover of Rs. 1 Crore in preceding three financial years ending 31-03-2017

viii. The bidder shall have minimum net worth of Rs. 5 lacks as on 31-03-2017

3. Instruction To Bidders

1. Operation Period

Operator shall be responsible for carrying out all the activities but not restricted to the scope of work mentioned in the RFP for Five Years from the date of agreement.

2. Due Diligence

The bidder is expected to examine all instructions, forms, terms and specifications in the RFP. The bid shall be precise, complete and in the prescribed format as per requirements of the RFP. Failure to furnish all information required by the RFP or submission of a Bid not
responsive to the RFP in every aspect will be at the bidders risk and may result in rejection of the Bid.

3. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its Bid and MTDC will in NO case be held responsible or be liable for the costs, regardless of the conduct or the outcome of the bidding process

4. Cost of Document

The RFP document would cost Rs. 5,000/- have to pay in form of DD of any Nationalize Bank. The bidders who are downloading the RFP document from website shall deposit (in form of DD) the said cost of the RFP document along with the bid. In the event of the failure to deposit the requisite cost by such bidder, the bid shall not be processed earlier.

5. Clarification to RFP Document

In the event that any bidder requires any qualification on the RFP, such bidders are expected to send their queries to MTDC. Bidders can send their queries on development@maharashtratourism.gov.in and md@maharashtratourism.gov.in.

6. Financial Proposal

Revenue sharing percentage on annual turnover with MTDC as follows:

<table>
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<tr>
<th>Authorization Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
</table>
| Revenue sharing ratio with MTDC on Annual Turnover for operating | Expected 5%.

The financial proposal of bidders, who have secured Technical Score of **70 marks** or above, shall be considered for the purpose of evaluation.

7. Conditions for Consortium of Companies in Joint Venture

a) The Joint Venture / Consortium / Firm / Partnership Firm / Company will not have more than two members. The JV/ Consortium to clearly specify the respective role and responsibility in business / shareholding / other relationship between them through a MOU.

b) Consortium/JV is required to nominate a Lead Partner for the purposes of interacting with MTDC. The nomination of lead member shall be supported by notarized copies of Memorandum of Understanding (MOU) and power of attorney signed by all the members on a stamp paper of Rs. 100/- (One Hundred Only)
c) The lead member of the JV/Consortium shall have minimum 51% stake in the JV/Consortium.

d) For the purpose of calculation of the aggregate turnover of the consortium, the turnover of all members of the consortium shall be considered based on their share/participation in the JV/Consortium.

e) For the purpose of calculation of the net worth of the consortium, the net worth of all members of the consortium shall be considered based on their share/participation in the JV/Consortium. However, net worth of any of the members of the JV/Consortium should not be negative.

f) Each member of the JV/Consortium shall be jointly and severally responsible for the due implementation of project.

8. Scoring Mechanism / Weight age of Technical and Financial Offers

The bidder, who gets highest technical score among all the bidders, will be given score of 100. The other Bidders will be allotted score relative to the score of H1, which will be;

**Financial Score = 100 x P / P_H**

Where \( P_H \) = Highest Technical Score

\( P \) = Technical Score of the other bidder.

Similar Mechanism shall be undertaken for evaluating the financial proposals. i.e. The bidder with highest financial proposal will be given a score of 100

The total score of each bidder will be calculated by weighting the score of Technical bid and Financial Proposal as calculated above. The weight age for Technical bid will be 70% and the weight age for financial bid will be 30%. Based on the weighted scores, the bidders will be ranked from highest score to lowest score.

The successful bidder shall be selected on the basis of the combined score of the bidder in technical and financial proposal.

Any effort from any bidder to influence the process of examination, Clarification, evaluation, and comparison of bids and in decision concerning the award of contract may result in rejection of bid.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Eligibility &amp; Technical Points</th>
<th>Total Marks</th>
<th>Obtain Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidders may be (i) an individual / proprietary concern (ii) registered partnership firms, (iii) a company including a joint venture company incorporated under the Companies Act, 1956. (iv) Joint Venture of any combination of i, ii, and iii and shall have proven capability &amp; experience. The maximum members of Joint Venture shall not exceed two.</td>
<td>15</td>
<td></td>
</tr>
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<td>2</td>
<td>Each bidder will submit only one bid either by himself or as a partner in joint venture/ consortium. Any bidder participating in more than one bid will be disqualified.</td>
<td>20</td>
<td></td>
</tr>
</tbody>
</table>
3. Minimum three years of experience in conducting luxury package tours in India. Experience in Maharashtra would be preferred. (5 Marks each year Max 25 Marks) 25

4. Minimum three years of experience in operation and maintenance of Luxury coaches. (5 Marks each year Max 25 Marks) 25

5. Bidder who has experience of operating buses with Government of Maharashtra. 15

Total 100

9. Bid Security

Bid submitted in response to the RFP shall be accompanied by Bid Security EMD of Rs.1,00,000/- in the form of Demand Draft of any Nationalize Bank.

10. Discharge of Bid Security of Successful Bidder

The successful bidder shall be required to furnish a performance Security on or before the date of signing of agreement. The bid security of success bidder shall be discharged only after the successful bidder furnishes the performance security as required. The successful bidder’s bid security shall not be adjusted against the performance security.

11. Performance Security

Within 15 days of receipt of “Letter of Acceptance” by the successful bidder, the bidder shall furnish a performance security to MTDC of Rs.25 Lacs in form of Demand Draft of any Nationalize bank. The Amount will be payable in the form of irrevocable Bank Guarantee from any scheduled bank approved by RBI. The bid security submitted by the successful bidder shall not be adjusted against the Performance Security. The bid security shall be returned back to the selected bidder on the receipt of Performance Security. Performance Security in the form of a bank guarantee shall be irrevocable and valid for the entire agreement period and an additional period of 90 days thereafter.

12. Bid Validity Period

Bids shall remain valid for a period of 180 days from the last date of submission of the bid. MTDC reserves the right to reject a bid as non-responsive if such a bid is valid for a period which is less than specified and MTDC shall not be liable to send an intimation of any such rejection to such bidder.

13. Modification and Withdrawal of Bid

No bid may be withdrawn in the interval between the deadline for the submission of bid and the expiration of the validity period.
14. Other Conditions

Notwithstanding anything in this RFP, MTDC reserves the right to amend any clause in public interest. Incomplete technical or financial bid will be rejected. Successful bidder will have to enter into to separate agreement with MTDC.

15. Arbitration Clause

If the parties fails to resolve the dispute or differences or claims as the case may be the same shall be referred to an solve Arbitration and Conciliation Act 1996 and its subsequent modifications thereof.

The place of Arbitration shall be Mumbai, Maharashtra. English shall be the language of Arbitration.

The parties shall agree upon the appoint of sole the Arbitrator(s) within thirty days of the receipt of the Notice for Arbitration by the relevant party. If the parties are unable to so agree upon the identity of the sole Arbitrator(s) then:

i. The parties shall use their best endeavor to agree on to an appointing authority within thirty days of the receipt of the Notice of Reference by the relevant party and

ii. In the event that the parties are unable to agree as aforesaid upon an appointing authority, the Arbitrator(s) shall be appointed by the Managing Director, MTDC whose decision as to the identity of the Arbitrator(s) shall be final.

The arbitration expenses shall be borne by the concerned parties.

It is hereby clarified that the jurisdiction for all kinds of dispute, dispute resolution and arbitration, will be Mumbai, Maharashtra State.

16. Force Majeure

Neither party to the service agreement shall be liable for any failure to discharge its obligations under the service agreement to the extent and for the duration that such failure was caused due to events beyond the reasonable control of the party (“Force Majeure”). Events shall include without being limited to: (a) acts of God, (b) strike, lock-outs and labour disturbance beyond its control, (c) acts of government or other competent authority, (d) war, terrorists activities, military operations, riots, epidemics, civil commotions.

The party seeking to rely on Force Majeure shall promptly, within 7 days, notify the other party of the occurrence of Force Majeure event.

When the events leading to Force majeure no longer exist, MTDC will issue a notice to the operator to resume normal services at all affected areas and all operation within a period of 7 days. In the event that the operator is not able to resume services within the said period or such extended period as may be fixed by MTDC may terminate the Agreement and / or
obtain substitute performance from an alternate operator. If there is any further delay despite the extended period, MTDC will have the option to invoke the Performance Security.

17. Rectification and Termination

Termination

In the event that either party believes that the other is in obligations under the agreement, such aggrieved party may terminate the agreement after giving valid notice to the other party. Any notice served pursuant to this article shall give reasonable details of the other party. Any notice served pursuant to this article shall give reasonable details of the breach. Both parties, understand that this project is a prestigious and mission critical project and the operator shall make all the efforts to rectify any fault or malfunctioning of unsatisfactory quality of the services in the shortest possible time. The events of breach may include but not limited to the following:

If there is a default in providing satisfactory services to the stakeholders by the operator as per this RFP, continuously for more than one month, MTDC will serve a notice for curing this breach within one week. In case the material breach continues after the notice period, MTDC may terminate the agreement.

Time is the essence of the contract. If there is a delay, for reasons attributable to the operator, of more than One Month, in the Project implementation by the Operator from the date of issuing Letter of Acceptance; MTDC may terminate the Agreement after affording a reasonable opportunity to the Operator to explain the circumstances leading to such delay. Further, MTDC may also invoke the Performance Security of the Operator leading to forfeiture of the same.

Where a change of management of the Operator has occurred whereby the Contractor’s company has merged, amalgamated or been taken over, due to which the majority shareholding of the Operator has been transferred to another entity, MTDC can by a three months written notice, terminate the Agreement and such notice shall become effective at the end of the notice period.

If operator desires to terminate the agreement before five years, operator has to pay compensation for the remaining year of agreement according to financial quote.

18. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the award of the contract is notified to the successful bidder.
19. Liquidity Damages/Penalty Clause

In case of delay in delivery of the project within a period of 30 days from the award of work, a penalty of Rs. 1,000/- per day would be levied on the operator.

Any shortcoming on the part of operator will be visible to the people/users and should act as a deterrent to the operator, and as a caution to them to avoid any non satisfactory performance.

However, in case of non satisfactory performance during contract period is not rectified within period of 2 weeks of it being brought into notice of operator by MTDC, then penal clause would come into effect and a penalty as deemed fit may be imposed by the MTDC, but not less than Rs. 1,000/- per day on the operator. MTDC may also waive off the penalties, if suitable reasons are given by the operator.

The Service Agreement would provide a suitable provision stipulating the penalties applicable on the operator for various defaults in meeting performance standards as specified therein including damages applicable in case of delay in commencement of operations beyond three months from the date of execution of the Service Agreement.

The penalties may be recoverable from the security deposit from the operator.

20. Evaluation Criteria

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<tr>
<th>Sr. No.</th>
<th>Criteria</th>
<th>Maximum Marks (Out of 100)</th>
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<tbody>
<tr>
<td>1</td>
<td>Experience (bidder) must be well established in comprehensive tour management and operation &amp; maintenance of luxury buses</td>
<td>30</td>
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<tr>
<td></td>
<td>- More than 10 years - 30 Marks</td>
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<tr>
<td></td>
<td>- 7 to 10 years - 25 Marks</td>
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<td></td>
<td>- 5 to 7 years - 20 Marks</td>
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<tr>
<td>2</td>
<td>Methodology, Work Plan and understanding of Scope of Work. This should address overview of the proposed services, technical capability, financial capability to luxury services, operational performance, work plan, understanding of tourism in Maharashtra and implementation methodology. Bidders should propose a strategy on promoting the cultural heritage of Maharashtra and Konkan through the proposed tours. They can also share their past experiments/programs conducted with respect to the same.</td>
<td>40</td>
</tr>
<tr>
<td>3</td>
<td>Suitability of the key personnel for the assignment</td>
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</table>
Commitment of at least four named personnel with relevant qualification and experience for this proposal. Provide complete resume of all giving current job title, experience in years, current job responsibilities, skill set, education background etc.

Team of four members (Maximum 2.5 marks for each member)
- Information technology
- Advertising and Marketing
- Planning and Operational Management
- Finance & Accounting management

Qualification of Team Leader / Project Manager
- Experience more than 10 years - 05 marks
- Experience 6 to 10 years - 04 marks
- Experience less than 6 years - 03 Marks

Financial Capability

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<tbody>
<tr>
<td>i.</td>
<td>Turnover:</td>
</tr>
<tr>
<td></td>
<td>• Rs. 1 Crores to 5 Crores</td>
</tr>
<tr>
<td>ii.</td>
<td>Net worth:</td>
</tr>
<tr>
<td></td>
<td>• Rs. 5 lacks and above</td>
</tr>
</tbody>
</table>

21. Extension of Bid Validity

In exceptional circumstances, MTDC may solicit the bidders consent for an extension of the period of bid validity. Any such request by the MTDC and the response thereto shall be made in writing and such extension of bid validity period by the bidder should be unconditional. A bidder may refuse MTDC’s request for such extension without forfeiting the bid security. A bidder accepting the request of MTDC shall not be permitted to modify its bid.

22. Last Date of Submission of Bid:

The last date of submission of bid is 15.02.2019.

4. General Conditions of Tender

1. Proposal Disqualification Criteria

The proposal is liable to be disqualified in the following cases:
I. Proposal submitted in incomplete form

II. Proposal not accompanied by all requisite documents

III. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

IV. Bidders may specifically note that while evaluating the proposals, if it comes to MTDC’s knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of final proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation of in any of the bids floated by MTDC. It is also clarified that if need arises MTDC would go in for appointment of outside party(s) to undertake the work under the captioned bid.

V. All the pages of the proposal must be authenticated by the authorized signatory of the bidder.

2. **Letter of Acceptance & Agreement**

   As the first step for the assignment, MTDC will issue bidder a Letter of Acceptance. This letter will refer to the proposal and confirm its acceptance. The parties agree to enter into Agreement in due course which shall consist of Project terms and Conditions – as mutually agreed between the parties and the Technical Proposal provided by the bidder.

3. **Management Agreement**

   Management agreement once placed cannot be cancelled or amended in normal circumstances. But in case of any emergency situations it can be amended on mutual consent in writing.

4. **Service Agreement Period**

   The service agreement period shall be 5 Years. The start of the operations shall not be later than one month from the date of issue of Letter of Acceptance. On the completion of Year 1 from the date of entering into agreement, either of the parties have the option to withdraw itself from the agreement. The same shall be informed by the party who wishes to withdraw itself from the agreement by sending a prior written notice to the other party of 45 days before the date of completion of a period of 1 year from the date of the agreement between MTDC and the selected operator.
5. **MTDC’s right to accept any proposal and to reject any proposal**

MTDC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposal at any time prior to award of contractor, without there by incurring any liability to the affected Bidder or Bidder’s or any obligation to inform the affected Bidder or Bidders of the grounds for MTDC’s action.

6. **Charges/Fees for the Agreement**

Any charges / fees required to be paid for the execution of agreement between the selected Operator and MTDC shall be borne by the selected Operator.

7. **Interest on late payment of the Revenue sharing**

The selected bidder on being selected as the operator shall be liable to pay the Revenue sharing as per the financial proposal. For any delay in payment of Revenue sharing beyond 15 days from signing the agreement the selected operator shall be liable to pay interest @18% per annum to MTDC on such late payment. Such interest shall also be charged for the delayed payment of installment if any of the Revenue sharing beyond 15 days from the date when such installment falls due.

8. **Indemnity**

The selected operator shall, subject to the provisions of the proposed Service Agreement entered with MTDC indemnify MTDC, for an amount not exceeding value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

9. **Mumbai Jurisdiction**

The proposed agreement between MTDC and the selected Operator shall be subject to Mumbai Jurisdiction.
ANNEXURES
ANNEXURE I

GENERAL INFORMATION

1. Name of the firm: .................................................................

(Attach an attested photocopy of Certificate of Registration.)

2. Legal Status of the Firm: Individual/Association/Joint Venture/

3. Registered Address, telephone, Tele-fax.

.................................................................
.................................................................
.................................................................

4. Contact Person, Designation and Address including email ID

.................................................................
.................................................................
.................................................................

5. Length of experience in the field

6. Names and Addresses of Associated Companies to be involved in the Project and whether Parent/Subsidiary/others. (The relationship to be indicated)

7. In case the company is subsidiary, the involvement, if any, of the Parent Company in the project:

8. State whether the in-house expertise is available for all services

9. Has the applicant or any constituent partner in case of partnership firm, ever been convicted?

Signature of the Bidder/Authorized representative
ANNEXURE II

KEY EXPERIENCE

Details of Luxury Tours operated and managed by the applicant

Details of Experience in Operation and Maintenance of Air Conditioned Buses
ANNEXURE III –

METHODOLOGY, WORK PLAN AND UNDERSTANDING OF SCOPE OF WORK
## ANNEXURE IV

### CVs OF KEY STAFF

1. Name of the Staff : 
2. Designation : 
3. Name and address of the firm 
4. Years with the firm : 
5. Position in the Proposed project : 
   (describe degree of responsibility also) 
6. Qualifications : 
   (Technical and General) 
7. Experience and Training (Relevant in the context of assignment) : 
8. Employment record : 

<table>
<thead>
<tr>
<th>Name of the Firm</th>
<th>Position Held</th>
<th>Year of Employment</th>
</tr>
</thead>
</table>
ANNEXURE V
FINANCIAL CAPABILITIES

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Year</th>
<th>Net worth</th>
<th>Total Turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
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</tbody>
</table>

*The above information shall be provided on letterhead of the firm duly signed and sealed by authorized representative of the bidder and should be certified by a practicing Chartered Accountant.
ANNEXURE VI
POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the Maharashtra Tourism Development Corporation ("the Authority") has invited applications from interested parties for the “Appointment of Operator for Management of Package Tours and Operation and Maintenance Air Conditioned Luxury Coaches in Maharashtra” Project[s] (the “Project[s]”).

Whereas ............................................. (Lead Member’s Name) and ............................................. (Associate Member’s Name) (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project[s] in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project[s], and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member 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[s] and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ............................................. (Lead Member’s Name) having our registered office at ............................................. and ............................................. (Associate Member’s Name) having our registered office at ............................................. (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise ............................................. (Lead Member’s Name) having its registered office at ............................................., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”).

We hereby irrevocably authorise the Attorney (with power to sub-delegate) 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 concession/contract, during the execution of the Project[s] 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 qualification of the Consortium and submission of its bid[s] for the Project[s], 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 bid[s] of the Consortium and generally to represent the Consortium in all its dealings with the Authority, 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[s] for the Project[s] and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 ……….20--

For ......................... (Lead Member)
(Signature)
(Name & Title)

For ............................ (Associate Member)
(Signature)
(Name & Title)

Witnesses:
1.
2.
..........................................................
ANNEXURE VII
FINANCIAL PROPOSAL/REVENUE SHARE BID

To,
Managing Director
Maharashtra Tourism Development Corporation
Mumbai

I, the undersigned_____________________
On Behalf of ________________________________
Of which I am _______________________________

Hereby submit my offer as under:

I have read and understood all the conditions given in the document in detail and on basis of my full study of the above mentioned Document/s and the conditions, I undertake Operations, Management and Maintenance of Air Conditioned Luxury Coaches in Maharashtra, exactly in accordance with the general conditions as provided in the above mentioned document/s.

We quote that the revenue share percentage by us to Maharashtra Tourism Development Corporation would be _______

Payment Schedule for Premium:

<table>
<thead>
<tr>
<th>Authorization Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue sharing ratio with MTDC on Annual Turnover for operating expected 5%</td>
<td></td>
<td></td>
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</tbody>
</table>

For the first year, Upfront revenue share will be paid at the time of signing of agreement. For the subsequent year, the upfront premium shall be paid after 12 months from the first revenue share payment and so on. The amount of revenue share is exclusive of taxes, if any. We opt for revenue share payment of annual revenue share in single installment at the beginning of each of the /in two equated annual installments for each of the years.

We agree to bind by this offer if we are the selected bidder.

Signature
Authorised Signatory
(Seal of the bidder)
Bus Layout
Bus Exterior