

## **Request for Proposal**

*For*

### **Appointment of Agency for Training in the Safety of Water and Land based Sports & Adventure Tourism**

*At*

**MTDC's Indian Institute of Scuba Diving and  
Aquatic (IISDA), Tarkarli, District Sindhudurg,  
Maharashtra  
(3<sup>rd</sup> Call)**

*Issued by:*

**Maharashtra Tourism Development Corporation Ltd.  
(MTDC)**

**18<sup>th</sup> February 2026**

<b>Last date of Submission of Bids</b>	<b>24.02.2026</b>
<b>Date of Technical Bids Opening</b>	<b>25.02.2026</b>

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**Disclaimer**

Though adequate care has been taken in the preparation of this Request for Proposal (hereinafter referred to as “RFP”) document, the prospective Bidders should satisfy themselves that the document is complete in all the respect and the information provided is correct. In case of discrepancy, if any, intimation should be given to the Officer Concerned in Maharashtra Tourism Development Corporation Ltd. (hereinafter referred to as “MTDC”) (whose contact details are mentioned in this document). If no intimation is received by the said officer, it shall be deemed that the prospective bidder is satisfied that the RFP document is complete in all respects.

Neither MTDC nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for MTDC to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP concerning the project. Certain prospective bidders may have better knowledge of the project compared to the others and MTDC encourages all the prospective bidders to conduct their own due diligence, investigations & analysis and check for accuracy, reliability and completeness of this RFP. The bidders are free to obtain the independent advice from the sources appropriate to them.

Neither MTDC nor their employees or consultants will have any liability to any prospective bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expenses or damage which may arise from or to be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the project, the information and any other information supplied by or on behalf of MTDC or their employees or their consultants or otherwise arising in any way from the selection process of this project.

MTDC reserves the right to reject any or all of the bids submitted in response to this RFP at any stage without assigning any reasons whatsoever. MTDC also reserves the right to hold or withdraw or cancel the process at any stage under intimation to the bidders, who submit the bid, without assigning any reasons whatsoever.

MTDC reserves the right to modify or amend or add to any or all of the provisions of this RFP Document or annul the present process. Such change(s) would be intimated to all the parties procuring this RFP.

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Neither MTDC nor their employees or consultants will have any liability in case of non-receipt of any correspondence from them to the bidders due to the postal delays etc.

The Applicable law for the purpose is the laws in India. Courts of Mumbai will have exclusive jurisdiction over the matter concerning and arising out of this RFP.

Note: This RFP excludes lands or properties located within the limits of all Municipal Corporations in Maharashtra.

## **Abbreviations**

BG	Bank Guarantee
CRZ	Coastal Regulation Zone
DPR	Detailed Project Report
EMD	Earnest Money Deposit
EOI	Expression of Interest
ETA	Estimated Time of Arrival
F&B	Food and Beverage
GoM	Government of Maharashtra
GST	Goods and Services Tax
IISDA	Indian Institute of Scuba Diving and Aquatic Sports
IPR	Intellectual Property Rights
KPI	Key Performance Indicators
LOA	Letter of Award
LOI	Letter of Intent
MG	Minimum Guarantee
MIS	Management Information System
MoT	Ministry of Tourism, Government of India
MTDC	Maharashtra Tourism Development Corporation
NIT	Notice Inviting Tender
NOC	No Objection Certificate
O&M	Operations and Maintenance
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PS	Performance Security
QCBS	Quality and Cost-Based Selection
RBI	Reserve Bank of India
RFP	Request for Proposal
RFQ	Request for Qualification
SPV	Special Purpose Vehicle
TIN	Taxpayer Identification Number
TAN	Tax Deduction and Collection Account Number
ToR	Terms of Reference

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**Schedule for Bidding Process**

<b>Sr. No.</b>	<b>Items</b>	<b>Description</b>
1.	RFP Tender Notice No.	MTDC/L&E/e-tender/2026/3
2.	Name of the Project	Appointment of Agency for Training in the Safety and rescue of Water and Land-Based Sports and Adventure Tourism at IISDA.
3.	Tender Document Download Start Date & Time	Start Date: 18/02/2026 at 11:00 AM Please visit the below-mentioned Tendering website <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> <a href="https://www.mtdc.co">https://www.mtdc.co</a>
4.	Last date (deadline) for submission of bids	24/02/2026, 03:00 PM
5.	Date and Time of opening of Pre- Qualification proposals	25/02/2026, 03:00 PM
6.	Date Time and Place of opening of Financial Proposals	Will be intimated later to the technically qualified bidders
7.	Earnest Money Deposit (EMD) to be paid via Online Payment Gateway mode only. Payment via DD / Pay Order can be made adhering to the timelines of the tender.	Rs. 5,00,000/- (Rupees Five Lakhs only)
8.	Bid Validity Period	120 days from the date of submission of Bid
09.	RFP Document Fee to be paid via the Online Payment Gateway mode only.	Rs. 5,000+GST
	All Communications shall be addressed to: Senior Manager (Estate) MAHARASHTRA TOURISM DEVELOPMENT CORPORATION LTD. Head Office: Mafatlal House, 1st Floor, H. T. Parekh Marg, 169 Backbay Reclamation, Churchgate, Mumbai 400020 TEL.: 022-41580998 Email Id: <a href="mailto:landestate@maharashtratourism.gov.in">landestate@maharashtratourism.gov.in</a> Website: <a href="https://www.mtdc.co">https://www.mtdc.co</a>	

**Appointment of Agency for Training in the Safety and rescue of Water and Land-Based Sports and Adventure Tourism at IISDA**

**Project Summary**

1.	NAME	Appointment of Agency for Training in the Safety and rescue of Water and Land-Based Sports and Adventure Tourism at IISDA.
2.	LOCATION	Tarkarli, District Sindhudurg. (Maharashtra)
3.	NODAL AGENCY	Maharashtra Tourism Development Corporation Ltd. (MTDC)
4.	LAND AREA	12500 Sqm
5.	BUILT UP AREA	1760 Sqm
6.	LICENSE PERIOD	Ten (10) years
7.	BID SUBMISSION	Envelope A: General Documentation & Technical Bid  Envelope B: Financial Bid
8.	ENVELOPE A:	<p align="center">General Documentation:</p> <ul style="list-style-type: none"> <li>▪ The Bidder shall be a single legal entity. For the purposes of this tender, 'Entity' shall mean a Company or a Limited Liability Partnership (LLP) incorporated under the Companies Act, 1956 or the Companies Act, 2013. Joint Ventures/ consortiums shall not be permitted.</li> </ul>
9.	ELIGIBILITY CRITERIA	<p>Bidder shall demonstrate following criteria in Technical Envelope.</p> <p>The supporting documents under the signature of the Competent Authority shall be attached :</p> <ol style="list-style-type: none"> <li>a. Minimum Average Annual turnover: Average INR 3.0 Crore for the last three years ending 31 March 2025.(CA Certificate &amp; Returns Filed with IT Department to be attached)</li> <li>b. Details of the organization, including Constitution, Registration details, and contact information. Proof of valid registration, (e.g., Certificate of Incorporation, etc.),</li> </ol>

**Appointment of Agency for Training in the Safety and rescue of Water and Land-Based Sports and Adventure Tourism at IISDA**

		<p>Documentary proof showing the experience in Training for safety and Rescue (Water and land based),</p> <ul style="list-style-type: none"> <li>c. Certificates and Licenses: Proof of Empanelment/ Authorization by the Maharashtra Maritime Board (MMB).</li> <li>d. Copies of ISO 9001:2015 certification.</li> <li>e. Certification of trainers (Life Saving/Rescue, Scuba/First Aid, CPR). Trainer Qualifications: Detailed CVs of at least 5 full-time trainers who have imparted training to Government/ Semi-Government.</li> <li>f. Proof of trainers' Certification and Experience (Minimum 5 years).</li> <li>g. Experience Documents: Proof of minimum 5 years of experience in water safety, aquatic, and land-based safety training.</li> <li>h. Details of training conducted for at least 1,000 Government/Semi-Government personnel in safety/disaster management training/scuba diving (e.g., contracts, work orders shall be attached).</li> <li>i. Methodology and Curriculum: Detailed training methodology, including course structure, duration, and delivery methods. Proposed curriculum for water safety, precautionary training, water sports training, and land-based safety training.</li> <li>j. Proof of Training: Documentary evidence towards training conducted in safety, search, and rescue for both land- and water-based activities (Work Orders to be attached).</li> </ul>
10.	ENVELOPE B:	Price Bid Letter quoting Annual License Fee payable to MTDC.
11.	BID EVALUATION	Envelope A: Complying with the required information and demonstration of Technical & Financial Strength in the desired formats.

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Envelope B: Highest Annual License Fee		
12.	BID VALIDITY	One hundred and twenty (120) days after submission date
13.	EARNEST MONEY DEPOSIT	INR 5,00,000/- (Rupees Five Lakhs only) along with Technical Bid in the form of Demand Draft. EMD exemption shall be applicable to MSME's ( Certificate of registration to be attached)
14.	PERFORMANCE SECURITY	Rs. 15,00,000/- (Rupees Fifteen Lakhs only) at the time of signing the Leave & License Agreement in the form of Bank Guarantee valid for entire contract period.
15.	RELEASE OF PERFORMANCE SECURITY	To be returned to the Preferred Bidder upon cessation of access to the Property and discontinuation of use.
16.	VALIDITY OF PERFORMANCE SECURITY	Valid for Complete Tenure plus 6 months after expiration/ Termination of an Agreement.

***MTDC shall have the right to verify, examine, and scrutinize any certificates produced by the Agency and the Agency shall extend full cooperation for such verification as and when required.***

## **1. Project Development & Bidding Process**

Maharashtra Tourism Development Corporation Ltd. (MTDC) is fully owned by Government of Maharashtra. The Corporation has a mandate to promote tourism activities in Maharashtra. Development of tourism infrastructure and preparation of tourism plans are the tourism promotion activities being undertaken by the Corporation.

Sindhudurg coast has good rocky islands nearby such as legendary Burnt Island or Nivti Light house which provides some of the best diving sites on western coast of India. Considering the same & with the intent to develop India's first integrated Scuba diving institute, MTDC has developed Indian Institute of Scuba Diving & Aquatic Sports (IISDA) at Tarkarli, Tal. Malvan, Dist. Sindhudurg completed in year 2014. Total Land Area is 12500.00 Sqm. and Built-up Area is 1756.34 Sq. mtr. MTDC envisages the IISDA to be operated as a world-class training institution, adhering to internationally recognized standards of training, safety, and operational excellence. The overall management, operational services, guest handling, and facility maintenance standards of IISDA shall be equivalent to a minimum of 3-Star level service quality.

The Bidder shall be a single legal entity. For the purposes of this tender, 'Entity' shall mean a Company or a Limited Liability Partnership (LLP) incorporated under the Companies Act, 1956 or the Companies Act, 2013. Joint Ventures/ consortiums shall not be permitted.

The Training Agency selected through a transparent and competitive Single Stage Bidding process would be given the right to collect fees after imparting training to various users. The Selected Training Agency would be responsible for operating & maintaining the IISDA facility as defined in appropriate section of this document. Bidders would be required to submit a concept note for the Project at the time of submission of the Technical Bid which will be evaluated.

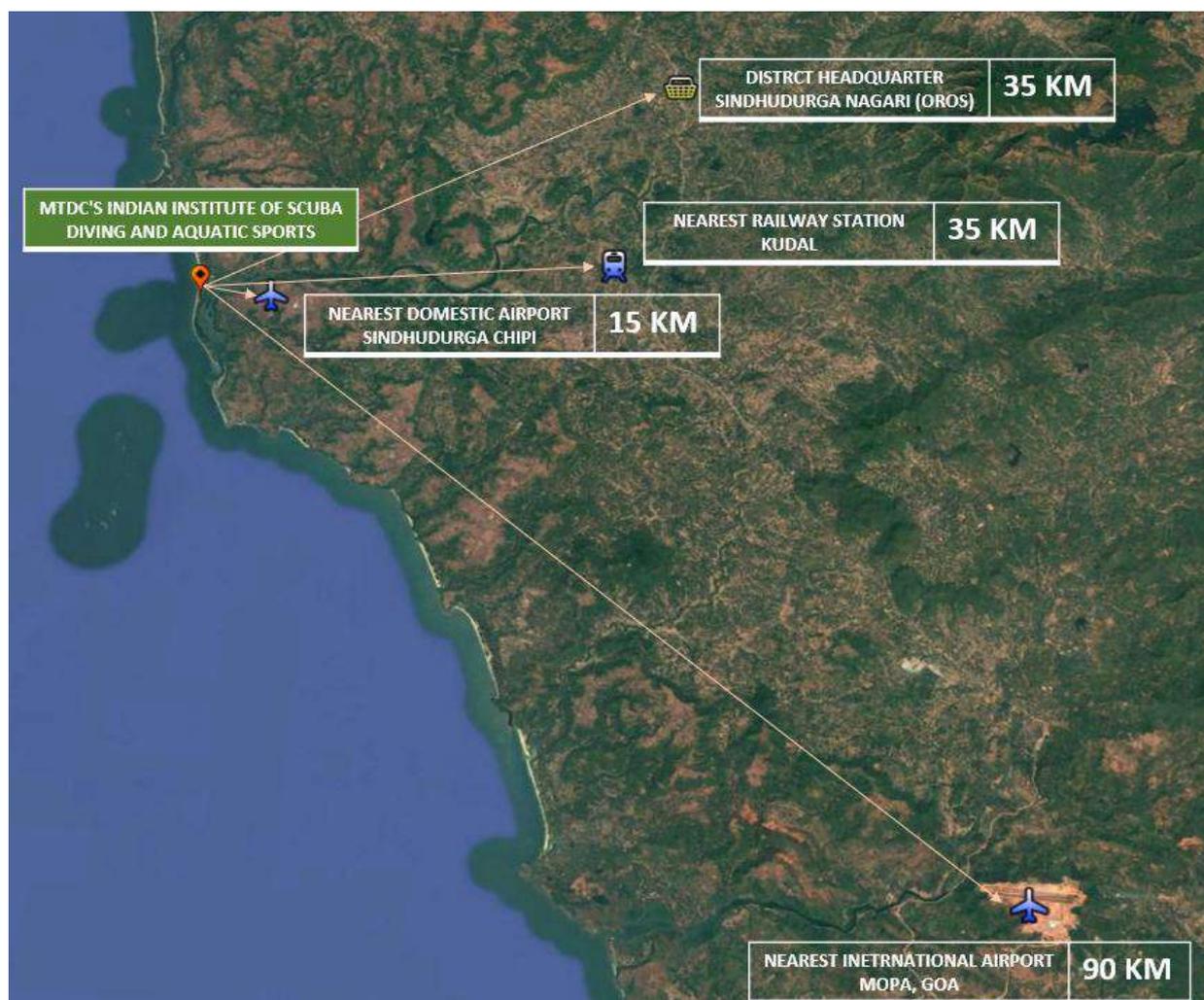
On completion of the Leave & License Agreement period (10 years) the Training Agency shall cease all access to the project site, and all land, building, and assets shall remain with MTDC.

The financial bid variable for selection of the Bidder, subject to fulfilment of other qualification criteria, would be the highest Annual License Fee that the Bidder would pay to MTDC. Bidders are required to submit separate technical and financial bids. The financial bids of only those bidders who comply with the General Documentation submitted as a part of their technical submission and qualify will be opened. The detailed instructions for preparation of technical and financial bids are provided in this document.

The Leave & License Agreement rights for this project shall be for Ten (10) years commencing from the date of signing of the Leave & License Agreement.

### **1.1 Operationalization of IISDA (Project Appreciation)**

Sindhudurg district is spread over an area of around 5,207 Sq. km. The population of the district is 8,49,651 as per census of 2011. The modern township of Sindhudurg Nagari is the headquarters of Sindhudurg district. The district is surrounded by the Arabian Sea on the west, the Belgaum District (Karnataka state) and Goa on the South and the Ratnagiri district on the North. Sindhudurg being a coastal district, the climate is generally moist and humid and the temperature variations during the day and throughout the seasons are not large. Sindhudurg is accessible by road on the NH-17 which passes through major towns of Kankavli, Kudal and Sawantwadi or by the picturesque journey on the Konkan Railway which stops at Kankavli, Sindhudurg, Kudal and Sawantwadi. The nearest airports are at Sindhudurg Chipi, Mopa and Dabolim (Goa) and Belgaum (Karnataka).



## **1.2 MTDC's Indian Institute of Scuba Diving & Aquatic Sports**

Sindhudurg coast has good rocky islands nearby such as legendary Burnt Island or Nivti Light house which provides some of the best diving sites of on western coast of India. Considering the same & with the intent to develop India's first integrated Scuba diving institute, MTDC has developed Indian Institute of Scuba Diving & Aquatic Sports (IISDA) at Tarkarli, Tal. Malvan, Dist. Sindhudurg completed in year 2014. Total Land Area for the facility is 12500.00 Sqm. and Built-up Area is 1756.34 Sqm.

### **Facilities available at IISDA:**

#### **A) Training Building:**

- a. Ground Floor: Reception & Waiting (55 Sqm.), Lecture Room (40 Sqm), Store / Laundry (20 Sqm), Changing rooms (30 Sqm), Filtration Plant (35 Sqm), Washrooms, ATM Kisok, Air filling room, etc.
- b. First Floor: Conference Hall (65 Sqm), Meeting Hall (20 Sqm), Admin / Office area (55 Sqm), Server Room (15 Sqm), Chief Instructor's Residence (60 Sqm), etc.
- c. Second Floor: Scuba Diving Training Pool (25 feet deep), Covered Seat out (35 Sqm), Scuba Accessories Store (30 Sqm), Washrooms, Open Deck, etc.

#### **B) Accommodation Building:**

Accommodation building is G+2 RCC Structure having 10 Standard Rooms & 01 VIP Suite along with store (all rooms have sea view).

- a. Standard Suites: Area - 20 Sqm, Capacity – 2 Guests (+1 Extra Guest)
- b. VIP Suite: Area - 40 Sqm, Capacity – 2 Guests (+2 Extra Guests)

#### **C) Restaurant:**

The property has well equipped sea facing restaurant made in pinewood comprising Kitchen, Dining area, Washrooms, etc. Floor area of this facility is 245 Sqm and capacity to cater 60 guests.

#### **D) Other Beach Facilities in Pine Wood Structure:**

Beach Toilets (48 Sqm) – 02 Nos, Gazebos (9 Sqm) – 06 Nos, Watch Tower (25 Sqm) – 01 No.

#### **E) Scuba equipment:**

The institute is fully equipped with various scuba equipment & accessories such as Buoyancy Control Devices, Regulators, Wet Suites, Fins, Mouth Piece, Masks, Marker Bouya, Wrist Compass, Cylinders, CPR Manikins, etc.

**F) Boats:**

- Dive Boat – 01 Nos (19 +2 Seater with Upper Deck)
- Jet Ski 130 HP – 13 Nos (01 + 01 Seater)
- Jet Ski 230Hp – 02 Nos (01 + 01 Seater)
- Regal Boat – 03 Nos (08 + 02 Seater)
- Rescue Boat – 05 Nos (08 Seater)
- Kayak - Rafting Boat – Single Seater - 02 Nos., Double Seater – 01 No.
- Surf Board – 01 No.

**Inventory and MTDC's Manpower Details**

**Water Sports Tourism Project, Indian Institute of Scuba Diving and Aquatic Sport (IISDA), Tarkarli, Tal-Malwan**

<b>Sr.No</b>	<b>Name of Equipments</b>	<b>Nos of Boat</b>	<b>Configuration (Motorised/Non Motorised, Engine Specification etc)</b>	<b>Current Status (Operational /Non Operational)</b>
1	Dive Boat	1	Motorised	OPERATIONAL
2	Jet Ski	5	Motorised	OPERATIONAL
3	Regal Boat	3	Motorised	OPERATIONAL
4	Rescue Boat	5	Motorised	OPERATIONAL
5	Jet Ski (New)	2	Motorised	OPERATIONAL
6	Kayak (Single)	2	Non Motorised	OPERATIONAL
7	Kayak (Double)	1	Non Motorised	OPERATIONAL
<b>TOTAL</b>		<b>19</b>		

**Current Courses in IISDA:**

<b>Course</b>	<b>Duration</b>	<b>Fees (Inc. GST)</b>
Discover Scuba Diving	2 Day	6000/-
PADI Open Water Course	5 Days	30,000/-
PADI Advance Open Water Course	5 Days	25,000/-
PADI EFR Course	2 Days	10,000/-
PADI Rescue Diver Course	4 Days	25,000/-
PADI Dive Master Course	45 to 90 Days	90,000/-

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Please see Annexure B2 for the floor plan of the IISDA, Tarkarli.



*Figure 1-1: Glimpses of the IISDA*

The physical infrastructure is as follows: -

- a) Power supply from MSEDCL and backup with diesel generators
- b) Telecommunication lines
- c) HVAC installation (Split AC)
- d) Firefighting system (Fire Extinguisher)
- e) Plumbing works

## **2 Terms of Reference**

The following Terms of Reference outline the scope, obligations and standards of performance expected from the selected Training Agency for the operation, management and upgradation of the Indian Institute of Scuba Diving and Aquatic Sports (IISDA), Tarkarli. These ToR are intended to guide the Agency in delivering high-quality aquatic sports training, hospitality services and facility management in alignment with MTDC's objectives of enhancing tourism infrastructure, ensuring safety, and providing a world-class experience to trainees and visitors. The provisions contained herein shall be read in conjunction with the conditions of the RFP and the Leave & License Agreement.

### **2.1 Brief Duties and Responsibilities of the Training Agency**

MTDC seeks the services of reputed and qualified firms who can operate and maintain the IISDA facility according to world class standards. The Selected Training Agency would be responsible for operating-maintaining the IISDA imparting the training and experience to the visitors and tourists. The Selected Bidders would be responsible for operation & periodic maintenance of the IISDA facility vis-a-vis staffing, facility maintenance, electricity, water, annual maintenance of equipment, new equipment purchase, Boat usage, Jetty usage, etc. MTDC invites a tender from the expert Training Agency who has done / successfully executed similar kind of works in recent past. The selected agency will be responsible for the following activities at the MTDC Scuba Diving and Aquatic Sports Training Institute, Tarkarli Malvan, Dist. Sindhudurg.

- a) **Water Safety, Precautionary Training, and Boat/Water Sports Licensing.** The Agency will design and deliver comprehensive training programs covering; Basic Water Survival Skills: Personal safety and Water Safety Practices, Emergency response techniques, Use of safety equipment (e.g., life jackets, throw bags, rescue tubes), Drowning prevention techniques, Incident command and communication protocols, Boat Safety and Passenger Management: Safe handling and operation of boats, Passenger safety protocols, Safe practices during high tides, riptides, and monsoon conditions, Weather reading and risk alerts, Rescue and Safety Techniques: Rope rescue techniques, Hands-on drills, including live water rescue simulations, Victim towing techniques, CPR and First Aid training, Evacuation techniques.  
Target Groups: Tourists, Tour operators Tour Guides undertaking adventure sports activities, First Responders from various Government organizations, Trainees, school/college students, and other interested entities.

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- b) Safety Compliance and Monitoring: Adhere to guidelines issued by Indian Standards (IS), International Marine Rescue Federation (IMRF), Maharashtra Maritime Board (MMB), ISO 9001;2015. Maintain an incident logbook for all safety-related incidents, Conduct periodic mock drills, safety audits, and inspections to ensure compliance with safety standards.
- c) Reporting and Documentation:
- i. Submit Quarterly reports detailing training activities, attendance, no of personnel trained in all respective fields and outcomes.
  - ii. Provide photo/video documentation of training sessions.
  - iii. Collect and submit feedback forms from trainees and submit it to MTDC.
  - iv. Maintain assessment score sheets and certification records for all participants.
- d) Branding: The preferred bidder will have the right to display their own corporate logo and corporate advertisements at pre-designated locations. However, they shall also display logo of MTDC and IISDA at each and every place where the selected agency intends to display their own logo. All certification given to students /trainees for Scuba training at IISDA facility shall be jointly branded and recognised by MTDC and the selected Agency. The logo of MTDC and the selected Agency shall be displayed in equal size, prominence, and visibility across all such branding, signage, and certification materials.
- e) All certification programs, assessments, examinations, and evaluation processes conducted by the Selected Agency will be monitor, supervise, and review by MTDC and/or the Maharashtra Maritime Board (MMB), as applicable. The Selected Agency shall indemnify the same to MTDC and strictly adhere to the certification guidelines, standards, and directions issued by MTDC/MMB from time to time and shall extend full cooperation for audits, inspections, and verification.
- **Revenue from self-operating:** - The Selected Training Agency would be able to collect rentals via self-operation of restaurants. The licence period should co-terminus with the contract period. In case of pre-mature termination, the Training Agency has to vacate the restaurant and cease all access of the premises.
  - **Events & Exhibitions:** The Selected Training Agency will be able to hold events and exhibition at pre-designated spaces. The Selected Training Agency will be allowed to hold Cultural events other than Marriages, Birthday parties, Social gathering, etc. The Selected Training Agency will be allowed to have exhibitions. The events and exhibitions will be related to cultural and tourism. The selected agency is hereby instructed that all activities conducted

will have to be related to training , capacity building , awareness and promotion of tourism and safety.

### **Submission of Concept Note for the Project**

For demonstrating to MTDC the capability of the Bidder/s to operate & maintain the IISDA facility and transform them into Institute of maximum visitor-tourist inflow, the Bidder is required to submit a Concept Note for the Project. Brief Concept note including Company Profile, Business plan, Innovative strategies & world class facilities proposed.

### **2.2 Operation & Maintenance**

The Selected Training Agency would be responsible for operations of the IISDA facility to world class standards. The responsibilities of the Training Agency would be as follows:

### **2.3 Operating hours**

The IISDA facility shall operate in accordance with the applicable rules, regulations, and directions issued by the concerned local authorities from time to time. The selected agency shall ensure uninterrupted operation of the facility as required and shall comply with any instructions issued by the competent authority in the interest of service delivery. All kind of labour related laws and other statutory laws shall be observed. The cost of utilities for electricity, water costs shall also be borne by selected bidder, including the expenditure on all kind of staff, consumables, yearly statutory taxes (other than municipal taxes) and all kind of consumables to be borne by the Agency. Periodic upkeep, maintenance and repairs of the structure, electrical & mechanical equipment and audio-visual content will be carried out by the Selected Training Agency. However, all kind of capital works shall be borne by MTDC (MTDC is in the process of carrying out major repairs of residential facility and restaurant at IISDA, which would be completed by August 2026 end and no claims of any nature in this regard shall be entertained by MTDC). Thus, major repairs shall be done by MTDC, whereas minor repairs, operation, and maintenance of the IISDA facility shall be the carried out by the selected Agency.

The list of water-based tourism equipment's, classroom furniture and all other facilities which will be made available for use / access to the successful bidder is annexed separately with this document.

### **2.4 Facility Maintenance**

#### ***2.4.1 Landscaping & Garden maintenance***

The successful Training Agency shall maintain garden including cleaning and sweeping, removal of weeds, application of soil & manure& chemical fertilizers, cutting of hedges, shrubs, trees, moving of lawn mower, daily watering to total garden, etc.

## **2.5 Dress-Code for the workers and identity cards, indemnification towards theft, etc. and safety / security**

The O&M Training Agency, with the prior approval of MTDC shall provide jackets/ uniform to all his staff including officer, Engineer, Workers etc. with a logo of MTDC, on the jacket/ Uniform. Contractor/ Training Agency shall provide proper attire to the staff at his own cost. Agency shall instruct his staff to wear Proper attire throughout the duty hours. Also, contractor/ Training Agency shall submit the list of the names of all Officers, Engineers, workers, staffs to MTDC. The Contractor/Training Agency shall ensure that all staff are adequately trained and well-equipped with all necessary safety equipment, protective gear, and tools, as required under applicable safety norms and statutory regulations, and shall ensure their proper use at all times while on duty. All staff will be issued identity cards. Contractor/ Training Agency shall indemnify MTDC on Rs. 500/- (Rupees Five Hundred only) stamp paper for all thefts, vandalism, damages done by their staff, throughout the 10 years maintenance period. Also, the indemnification bond shall contain a clause regarding indemnifying MTDC towards all kind of mishaps, accidents, etc. including damage, loss to life of human and the other living entity within the premises made available for use / access to the agency.

## **2.6 Responsibilities of MTDC:**

MTDC shall be responsible for capital expenditure including major repairs, major structural works, and capital improvements of the IISDA facility. All such capital works, including major renovations and infrastructure upgrades, shall be undertaken by MTDC at its discretion.

## **2.7 Responsibilities of the Selected Training Agency:**

The Selected Training Agency shall be responsible for day-to-day operation and management of IISDA, including deployment of manpower, training activities, utilities, consumables, compliance with statutory laws, routine upkeep, preventive maintenance, minor repairs, Upgradation of Restaurant Quality. All operational expenses shall be borne by the Agency.

The Selected Agency shall, to the extent feasible, deploy the existing staff presently engaged at the facility, provided such personnel meet the prescribed eligibility, qualification, certification, and performance requirements. The final decision regarding deployment, roles, and continuity of such staff shall vest with the Selected Agency, subject to compliance with applicable laws and standards

### **3 TENDERING PROCEDURE:**

#### **3.1 Blank Tender Forms.**

- 3.1.1 Tender Forms can be downloaded from the e-Tendering portal of Government of Maharashtra, i.e. <https://mahatenders.gov.in> after entering the details of payment towards Tender Fees as per the Tender Schedule. (MSME exemption as applicable )
- 3.1.2 The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tenders will be summarily REJECTED.
- 3.1.3 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non-responsive. The contractor should clearly mention in forwarding letter that his offer (in Technical Bid/Cover, Financial Bid/Cover) does not contain any condition, deviations from terms and conditions stipulated in the tender.
- 3.1.4 Tenderers should have Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to <https://mahatenders.gov.in> and follow the procedure mentioned in the document Procedure for application of Digital Certificate.
- 3.1.5 Tenderers should properly study the Electronic Tendering System. For any assistance on the use of Electronic Tendering System, the Users may call/ mail the below:

The 24 x 7 Toll Free Telephonic Help Desk Number 1800-3070-2232 and on E-Mail: [eproc.support@maharashtra.gov.in](mailto:eproc.support@maharashtra.gov.in)

#### **Guidelines to Bidders**

- 3.2 Special Instructions to the Agency/Bidders for the e-submission of the bids online through this tender site: <https://mahatenders.gov.in>**
- a. Bidder should do the registration in the site <https://mahatenders.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as SIFY/TCS / n-Code/MTNL/e-Mudhra.
  - b. Bidder then shall login to the site giving user id / password chosen during registration.
  - c. The e-token that is registered should be used by the bidder and should not be misused by others.

- d. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as pretender requirements and then attached along with bid documents during bid submission.
- e. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- f. If there are any clarifications, these may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- g. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwg formats. If there is more than one document, they can be clubbed together.
- h. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- i. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- j. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- k. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. Bidder shall take proper care regarding type/ mode/ version of the software/ data ware he is using while submitting the tender. Any delay / non- submission of tender due to this shall be attributable to the bidder only and MTDC shall not be responsible for this.
- l. The bidder may submit the bid documents by online mode through the site (<https://mahatenders.gov.in>) as indicated in the tender.
- m. The tendering system will give a successful bid updating message after uploading all the bid documents submitted & then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- n. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.

- o. Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- p. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- q. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- r. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- s. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- t. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (As per Server System Clock).
- u. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.
- v. For any other queries, the bidders are asked to contact through Mail: [etender.maha@nic.in](mailto:etender.maha@nic.in)

**3.3 Manner of Submission of tender and its accompaniments: Training (including Operation and Maintenance work) Documents to be uploaded in the technical bid/ cover.**

- 3.3.1 Scanned copy of Valid certificate as a Registered Contractor (if available) with the Government of Maharashtra in appropriate class as may be applicable in original or attested copy thereof (Attested by a Gazetted Officer).
- 3.3.2 Scanned copy of Sales Tax Registration Certificate in Form II, Rule 4(1) as provided by Maharashtra State, Sales Tax Act., (Maharashtra Act No.XXVI of 1989. The Maharashtra Sales Tax on transfer of property in Goods involved in execution of works contract (Re- enacted Act, 1989) from the Sales Tax Department of Maharashtra State, (in original or a copy duly attested by a Gazetted Officer.)

AND/OR

A Scanned copy of valid GST registration certificate and GST clearance certificate from Maharashtra State GST Department thereof duly attested by the Gazetted Officer.

- 3.3.3 Scanned copy of list of Machinery and plants (including Housekeeping, Security equipment's) available with the tenderer for use on this work and list of machinery proposed to be utilized on this work, but not immediately available and the manner in which it is proposed to be procured. (information to be given in appropriate form)
- 3.3.4 Scanned copy of Proof of appointment of employees including technical personnel by way of valid Professional Tax Registration certificate in form PT/R/ under section (I) of section 5 of Maharashtra Sales Tax on Profession, Trade, Callings and employment Act,1975, rule 3(2) from the Professional Tax Officer of the concerned District in Maharashtra. The Professional Tax Clearance Certificate with list of Employees duly attested by Professional Tax Officer shall be enclosed.
- 3.3.5 Scanned copy of Details of work done during last three years with the value of work unfinished. (Information to be given in appropriate Form).
- 3.3.6 Scanned copy of Details of work of similar type and magnitude carried out by the contractor. (Information to be given in appropriate Form).

The Certificates should be signed by the Authority with whom the contractor has executed the work not below the rank of Executive Engineer.

- 3.3.7 Scanned copy of Details of list of works in hand and works tendered for. (information to be given in appropriate Form)
- 3.3.8 Scanned copy of Details of Technical Personnel and other personnel on the rolls of the tenderer. (Information to be given in appropriate Form)
- 3.3.9 The contractor shall submit scanned copy of an Affidavit in original (as per format given) to the Tender accepting Authority on due date as per tender schedule regarding completeness, correctness and truthfulness of documents submitted.
- 3.3.10 Scanned copy of Undertaking of contractor that he had studied all tender documents, conditions and especially work methodology.
- 3.3.11 Scanned Copy of all the documents from Sr. No. 1.4.1 to 1.4.13 shall be given by contractor in technical bid. Even though the Bidder meet the above qualifying criteria they are subject to be disqualified if they have made :

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

and / or

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

### **3.4 QUALIFICATION CRITERIA**

Bidder to demonstrate the Implementation capability in the context of following criteria:

Bidder shall demonstrate following criteria in Technical Envelop and the supporting documents with the signature of the competent authority shall be attached:

- a. Minimum combined average turnover: Average INR 3.0 Crore for the last three years ending 31 March 2025, March 31, 2024 and March 31, 2023.
- b. Details of the organization, including legal structure, registration details, and contact information. Proof of valid registration, (e.g., Certificate of Incorporation, Trust Deed, etc.), Documentary proof of Training for safety and Rescue (Water and land based),
- c. Certificates and Licenses: Proof of empanelment/authorization by the Maharashtra Maritime Board (MMB).
- d. Copies of ISO 9001:2015 certification.
- e. Certifications of trainers (Life Saving/Rescue, Scuba/First Aid, CPR). Trainer Qualifications: Detailed CVs of at least 5 full-time trainers.
- f. Proof of trainers' certifications and experience (minimum 5 years).
- g. Experience Documents: Proof of minimum 5 years of experience in water safety, aquatic, and land-based safety training.
- h. Details of training conducted for at least 1,000 Government/Semi-Government personnel in safety/disaster management training (e.g., contracts, work orders shall be attached).
- i. Methodology and Curriculum: Detailed training methodology, including course structure, duration, and delivery methods. Proposed curriculum for water safety, precautionary training, water sports training, and land-based safety training.
- j. Proof of Training: Documentary evidence of training conducted in safety, search, and rescue for both land- and water-based activities (e.g. Work orders to be attached).

**Note -1** : Financial turnover and cost of completed works of previous year shall be given, linear weightage of flat 10% per year (i.e. 1.10, 1.20, 1.30) on Rupee value to bring them at 2024-2025 price level.

**Note -2** : The necessary certificates as mentioned in qualification criteria is required to be obtained from the officer not below the rank of Executive Engineer. A copy of these certificates duly attested by a Gazetted Officer along with availability of equipment's for this work as mentioned in shall be put in Technical Bid/Cover only.

**Note -3:** Form No. I to VI

All these forms shall be filled in and signed properly. If these forms are found incomplete, incorrect, kept blank or wrongly filled, Contractors Financial Bid will not be opened and this offer will be summarily rejected.

**Note -4:** The abstract of information in Form No. V (form showing work done during last three years) shall be given in Form VI in the proforma. The abstracted form VI on need to be signed by the tenderer or holder of his power of attorney.

**Note -5:** The tenderer shall give in an affidavit on stamp paper of Rs. 500/- (Rs. Five Hundred) regarding the documents if any found short during submission, same shall be produced in original within two days from the date of opening of tenders. No extra time will be given which may please be noted.

### **3.5 FINANCIAL BID/ COVER**

The Tenderer should quote his offer only through online bidding process in terms of revenue share in for Annual License Fee. He should not quote his offer anywhere directly or indirectly. This tender shall be unconditional and made available to him on Tendering portal of Maharashtra Tourism Development Corporation Ltd.

### **3.6 SUBMISSION OF TENDER :**

Refer to Section "**Guidelines to Bidders**"

Note: - Tender form fee and EMD can be submitted through SBI/ Net Banking Transactions.

### **3.7 OPENING OF TENDERS**

On the date, specified in the Tender Notice, following procedure will be adopted for opening of the Tender.

#### **A. Technical Bid/ Cover : (Documents)**

First of all, Technical bid/ Cover will be opened to verify its contents as per requirements. If the various documents contained in this cover do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderer's financial bid/ Cover will not be considered for further action and the same will be recorded.

The decision of the tender opening authority in this regard shall be final and binding on the contractors.

#### **B. Financial Bid/ Cover**

This cover shall be opened after opening of technical bid/ Cover, only if contents of technical bid/ cover are found to be acceptable to the Department. The tendered rates shall then be read out.

### **3.8 EARNEST MONEY :**

EMD can be submitted through SBI/ Net Banking Transactions. The earnest money will be refunded in due course in case of tenderers whose tenders are not accepted. In case of successful tenderer, the Earnest Money will be refunded after recovering initial security deposit and completion of contract documents by the tenderer. In case the successful contractor does not pay the amount of initial security deposit within specified time limit, the amount of Earnest Money will be forfeited.

### **3.9 PERFORMANCE SECURITY**

- i. The successful tenderer shall have to Provide Performance Security of INR 15 lakhs only (Indian Rupees Fifteen Lakhs) for a period of 10 (Ten) years in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank in India to MTDC any Nationalised or Scheduled bank. Note that performance security deposit shall not be accepted in any other form. Not submitting the performance security in stipulated time and form may result in forfeiture of the Earnest Money Deposit (EMD)

and black listing of the tenderer etc. The security deposit for the due performance of the contract shall be as detailed in the Tender Documents elsewhere.

Kindly note that, if any false / wrong information in this regard is found, (including the change in demand draft details) the offer of the tenderer shall be summarily rejected, including forfeiture of EMD and barring the tenderer for one year from taking part in MTDC's bidding process.

### **3.10 ISSUE OF FORMS :**

Information regarding contract as well as blank tender forms can be downloaded from the E-Tendering website upon providing the details of the payment of cost as detailed in the N.I.T.

### **3.11 TIME LIMIT**

The work is to be completed within time limit as specified in the N.I.T. which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period.

### **3.12 TENDER RATE**

No alteration in the form of tender and the tender rates shall be considered once the e-tender are opened. These rates shall subject to increase, as per the negotiations held while accepting the contract. However, in no case the final offer shall go below the rates quoted in e-tender. In case of discrepancy and ambiguity between offer in number and works, offer written in word shall be treated as final.

### **3.13 CORRECTION**

No corrections shall be made in the tender documents. Any corrections that are to be made, shall be made by crossing the incorrect portion and writing the correct portions above with the initials of tenderer.

### **3.14 TENDER'S ACCEPTANCE**

Acceptance of tender will rest with the Managing Director, M.T.D.C., Mumbai, who reserves the right to reject any or all tenders without assigning any reason therefor. The tenderer whose tender is accepted will have to enter in to agreement within 10 days of being notified to do so. In case failure on the part of the tenderer to sign the agreement within the stipulated time, the

earnest money paid by him shall stand forfeited to the Government and the offer of the tenderer shall be considered as withdrawn by him.

### **3.15 CONDITIONAL TENDER**

The tender which does not fulfil the condition of the notification and the general rules and directions for the guidance to contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason therefore.

### **3.16 STUDY OF THE WORK/ SITE CONDITIONS**

The tenderers shall be presumed to have carefully examined the drawings, conditions, and specifications of the work and to have fully acquainted themselves, through due diligence, with all details and existing conditions of the facility, including the characteristics of the site, labour conditions, and, in general, all necessary information and data pertaining to the work, prior to submitting their bids. The data whatsoever supplied by the MTDC, along with the tender documents is meant to serve only as guide to the tenderers while tendering and the MTDC accepts no responsibility whatsoever either for the accuracy of data or their comprehensiveness. The bidder agency should however, examine site conditions vis-a-vis specifications/ scope of the work before quoting the rates. The rates quoted should include all leads and lifts of the materials to be brought at site of work and inclusive of royalty all other taxes, permit / licences fees to be paid to the Government by the Agency. All the statutory permissions required to run full or part of the facility (including Revenue, Forest, Environment, Maritime Board, Coast-Guard, Navy, Fisheries, Local Authorities like Grampanchayat/Nagarpanchayat, etc.), shall be taken by successful agency/ operator by their own and their own cost. However, MTDC shall facilitate for taking all these permissions whenever and wherever required. Statutory taxes such as Gram panchayat tax related to and in lieu of the ownership of the property shall be borne by MTDC.

### **3.17 POWER OF ATTORNEY**

If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of attorney authorising him to conduct all transactions on behalf of the body, along with the tender as per scanned copy uploaded in Technical Bid/Cover. As per Annexure A3.

- a. The tenderer may in the forwarding letter, mention any points he may wish to make clear but right is reserved to reject the same or the whole of the tenders if the same become conditional tender thereby.
- b. The contractor or the training agency tendering for the work shall get the approval from the MTDC if they wish to appoint their authorised agent on the work.
- c. All scanned pages of tender documents, conditions, specifications, correction slips etc. shall be initialled by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.
- d. The successful tenderer will be required to produce to the satisfaction of the specified concerned authority a valid concurrent license issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.
- e. The tenderer shall submit the List of apprentices engaged by the Contractor under Apprentice Act.

### **3.18 VALILDITY PERIOD**

The offer shall remain open for acceptance for minimum period of 120 days from the Date of opening of Financial Bid and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post, acknowledgement due.

### **3.19 EVALUATION OF PROPOSALS**

The Authority shall open the Proposals on the Proposal Due Date.

Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a) the Technical Proposal is received in the form as specified;
- b) it is submitted by the Proposal Due Date including any extension thereof;
- c) it is accompanied by the Power of Attorney as specified;
- d) it contains all the information (complete in all respects) as requested in the RFP;
- e) it does not contain any condition or qualification.

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- The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposals.
- The Authority shall subsequently examine and evaluate Proposals in accordance with the eligibility criteria set out in this RFP.
- After the technical evaluation, the Authority shall prepare a list of short-listed Bidders, who qualify the eligibility criteria and submission is as per RFP. Bidders are advised that Selection will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process.
- The financial bid of the shortlisted bidders will be opened and ranked as per their financial quote. The MTDC will consider to award the work to the technically qualified bidder, who has quoted the highest Annual License Fee to be paid to MTDC.

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**FORM NO. - I**

**DETAILS OF LIST OF SIMILAR KIND ASSIGNMENTS IN HAND AND WORKS TENDERED FOR**

**(as on date of Submission of Bid)**

**NAME OF THE CONTRACTOR**

**(I) ASSIGNMENTS IN HAND**

Sr. No.	Name of the work	Agreement No.	Tendered Amount (Rs. in lakhs)	Date of commencement	Stipulated date of Completion	Value of work already done (Rs. in lakhs)	Value of balance work (Rs. in lakhs)	Probable Date of Completion	Remarks
1	2	3	4	5	6	7	8	9	10

**(II) ASSIGNMENTS TENDERED FOR**

Sr No.	Name of work	Name and Address of Client	Tendered Amount (Rs. in lakhs)	Time Limit	Probable Date when decision is expected	Other relevant details if any
1	2	3	4	5	6	7

**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 Envelop. All the certificates' issues by competent authority shall be attached in the proof of carrying out / tendering these works.**

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**FORM NO. - II**

Details of Technical & other personnel available with the Contractor

Sr. No	Name of Person	Designation	Qualifications	Whether working in field or office	Experience of execution of similar work	Period for which the person is working with the bidder	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

**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 Envelop. All the certificates' issues by competent authority shall be attached in the proof of carrying out / tendering these works**

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**FORM NO. - III**

List of Plant and Machinery immediately available with the bidder for this assignment.

<b>Sr. No.</b>	<b>Name of equipment</b>	<b>No. of Units</b>	<b>Kind and Make</b>	<b>Capacity</b>	<b>Age and Condition</b>	<b>Present location</b>	<b>Remarks</b>

**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 Envelop. All the certificates' issues by competent authority shall be attached in the proof of carrying out / tendering these works**

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**FORM NO. - IV**

Statement showing assignments done in all classes of works during last three years

Name of Contractor: -

Sr. No	Name of Work of Work	Amount put to tender / tendered cost	Agreement No.	Date of Commencement	Amount of work still remaining to be executed		
					2018-19	2019-20	2024-25
1	2	3	4	5	6	7	8
<b>Grand Total</b>							

**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 Envelop. All the certificates' issues by competent authority shall be attached in the proof of carrying out / tendering these works

## **Annexure: Formats for General Documentation**

(Enclosed in Envelope A)

### **Contents**

Annexure A1	Covering letter for Envelope A
Annexure A2	Description of the Bidding Company
Annexure A3	Power of Attorney for Appointing Signatory for the Proposal
Annexure A4	Information of Litigation
Annexure A5	Net Worth & Net Turnover
Annexure A6	Financial Qualification

**Annexure A1: Format of Covering Letter for Envelope A**

*(The covering letter is to be submitted by the Bidding Company, along with the other documents required in Envelope of Technical Bid)*

Date:

To,

***The Managing Director***

***Maharashtra Tourism Development Corporation***

**Mafatlal House, 1st Floor, H.T. Parekh Road,  
Backbay Reclamation, Churchgate, Mumbai-20.**

Sir,

Sub: *Technical Bid for Appointment of a Training Agency for Water Safety, Precautionary Training, Basic Water Sports Training, and Land-Based Safety Training at MTDC's Indian Institute of Scuba Diving and Aquatic (IISDA), Tarkarli, District Sindhudurg.* (3<sup>rd</sup> Call)

Please find enclosed one (1) original and one (1) copy of our Technical Bid with respect to the Selection of Training Agency for Water Safety, Precautionary Training, Basic Water Sports Training, and Land-Based Safety Training At MTDC's Indian Institute of Scuba Diving and Aquatic (IISDA), Tarkarli, District Sindhudurg.in response to and complying with the Request for Proposal ("RFP") Document issued by MTDC.

We hereby confirm the following:

1. The Bid is being submitted by *(name of the Bidding Company)* who is the Bidding Company, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated for Qualification of the Bidders in the RFP Document issued by MTDC and in any subsequent communication sent by MTDC. We agree and undertake to abide by all these terms and conditions.
3. The information submitted with respect to our qualification criteria is complete, and strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. The Bidding Company, satisfy the legal requirements and in our opinion by itself and meets all the eligibility criteria laid down in RFP.

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5. A Power of Attorney from the Bidding Company authorizing the undersigned as the Authorised Representative, Signatory and Contact Person who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Proposal.
  
6. We have submitted all the relevant information as per the format specified in the RFP documents along with requisite EMD.

For and on behalf of :

Signature :

**(Authorised Representative and Signatory)**

Name of the Person :

Designation :

Enclosures: Power of Attorneys & other information as per RFP requirements

**Annexure A2: Description of the Bidding Company**

Name of the Bidding Company	
Address of the Bidding Company	
Name of the Authorised Signatory	
Address of the Authorised Signatory	
Phone Number of the Authorised Signatory	Direct:  Mobile:  Fax
Email of the Authorised Signatory	

**(Signature of Authorised Signatory)**

**Annexure A3: Format of Power of Attorney Appointing Signatory**

*(On Stamp Paper of Appropriate Value – Registered or Notarized)*

Know all men by these presents, We \_\_\_\_\_  
(name and address of the registered office) do hereby constitute, appoint and authorise  
\_\_\_\_\_ (name and residential address) who is presently employed with us and holding  
the position of \_\_\_\_\_ (designation) as our attorney, to do in our name and on our behalf,  
all such acts, deeds and things necessary in connection with or incidental to our Proposal for  
“Selection of Training Agency for Operations & Maintenance of the Facility , developed at IISDA,  
Tarkarli (‘Project’)” including signing and submission of all documents and providing  
information/responses to MTDC., Mumbai in all matters in connection with our Proposal for the  
said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to  
this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and  
shall always be deemed to have been done by us.

Dated this the \_\_\_Day of \_\_\_\_\_, 2026

(Name of Bidder)

(Name and designation of the person(s)  
signing on behalf of the Bidder)

Accepted

\_\_\_\_\_Signature)

(Name, Title and Address of the Attorney)

Date :

**Annexure A4: Information on Litigation**

*(To be provided for the bidder)*

Sl. No.	Name	Name of agency with which litigation and brief subject	Estimated financial liability

**(Signature of Authorised Signatory)**

**Annexure A5: Net Worth & Net Cash Profits**

The aggregate and average of Cash Profits as per audited annual reports presented in the following tabular format, and certified by a Chartered Accountant (CA). The copies of the relevant annual reports must be submitted to support the calculations or relevant CA certificate.

Filling up of this format is a must, otherwise the proposal is liable for disqualification

S. No.	Financial Year	Net Worth (INR Crore)	Net total revenue (INR crore)	Net PAT (INR Crore)
1.	2024-25			
2.	2023-24			
3.	2022-23			
	Average			

**(Signature of Authorised Representative and Signatory)**

This is to certify that the above information has been examined by us on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

### **Annexure A6: Financial Qualification**

The aggregate Net Worth as per the latest audited annual report should be presented in the following table. The Net Worth should be calculated as per the formula given in this document. The copies of the audited annual reports for last 3 (three) years (ending 2024-25) must be submitted along with the statutory auditor's certificate.

S. No	Head	Indian Rupees
1	Paid up Share Capital	
2	Reserves and Surplus	
3	Sub total (1+2)	
4	Revaluation reserve	
5	Miscellaneous expenditure to the extent not written off	
6	Debit balance of Profit/loss account	
7	Sub total (4+5+6)	
8	Net worth ( 3 – 7 )	

Certificate:

We declare that all information stated in the table above is complete and absolutely correct.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2026

For and on behalf of :

Signature :

**(Authorised Representative and Signatory)**

Name of the Person :

Designation :

*Format for Financial Bid*

(Enclosed in Financial Envelope)

**FINANCIAL BID**

**Date:**

To,

**The Managing Director,  
Maharashtra Tourism Development Corporation Ltd.,  
Mafatlal House, 1st Floor, H.T. Parekh Road,  
Backbay Reclamation, Churchgate, Mumbai 400 020.**

Sub: Financial Bid - Appointment of a Training Agency for Water Safety, Precautionary Training, Basic Water Sports Training, and Land-Based Safety Training At MTDC's Indian Institute of Scuba Diving and Aquatic (IISDA), Tarkarli, District Sindhudurg. (3<sup>rd</sup> Call)

Sir,

Being duly authorised to represent and act on behalf of \_\_\_\_\_ and having reviewed and fully understood all the requirements of bid submission provided vide the RFP document dated \_\_\_\_\_ pertaining to the operations & maintenance of IISDA facility developed at IISDA, Tarkarli, a we hereby provide our Financial Bid.

1. Against the prescribed Base Price (Minimum Annual License Fee) of INR 25,00,000/- (Indian Rupees Twenty-Five Lakhs only) per annum, the Annual License Fee for Operations & Maintenance of IISDA facility developed at Tarkarli, dist. Sindhudurg (Maharashtra) for a License Period of 10 (Ten) years offered by ..... (*name of the bidder*) to Maharashtra Tourism Development Corporation (MTDC) shall be INR \_\_\_\_\_ (in figures) Indian Rupees \_\_\_\_\_ (in words) per year initially. We also note and understand that, the Annual License Fee shall be increased thereafter by 05% every years. We also understand that, the yearly fee shall be paid in four equal portions and the portion is to be paid every quarter in advance. First portion is to be paid within 21 days of issuance of letter of award and the consequent portions shall be paid within 21 days after the completion of the quarter year, i.e. 03 (three months) in advance. Likewise, the quarterly fee shall be paid 04 (four) times a year.

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2. We also agree to make the following payments upon issue of Letter of Award (LoA) by MTDC and within 21 days of the receipt of the same.
  - i. Annual License Fee for 1<sup>st</sup> Quarter to be paid before signing of Leave & License Agreement in the form of a Demand Draft payable to The Managing Director, Maharashtra Tourism Development Corporation Ltd. payable at Mumbai. (within 21 days from Letter of Intent) OR Online through NEFT / RTGS.
  - ii. Provide Performance Security of INR 15 lakhs only (Indian Rupees Fifteen Lakhs) for a period of 10 (Ten) years in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank in India to MTDC
3. The remaining Annual License Fee will be paid on quarterly basis and the same shall be increased thereafter by 05% every year. We also understand that, the yearly fee shall be paid in four equal portions and the portion is to be paid every quarter. First portion is to be paid within 21 days of issuance of letter of award and the consequent portions shall be paid within 21 days after the completion of the quarter year, i.e. 03 (three months). We have read about the contract clauses regarding late payment of the premium to MTDC and are aware about the possibility of termination of the contract for non-payment of the license fee for 06 Months (i.e. non-payment for consecutive 02 quarterly payments to MTDC). We have read and agree to the terms and conditions specified in the Draft Leave & License Agreement.
4. We acknowledge and agree to submission of an unconditional bid.

Note:-

- a. A moratorium period of three (3) months shall be granted to the successful bidder to set up and establish operations at IISDA. During this moratorium period, no benefits or concessions shall be provided other than the deferment of the license fee. The license fee shall become applicable only after completion of the initial three months moratorium period.
- b. The Base Price (Minimum Annual License Fee) for Operations & Maintenance of the IISDA facility at Tarkarli, District Sindhudurg, Maharashtra, as prescribed in the RFP, is INR 25,00,000/- (Indian Rupees Twenty-Five Lakhs only) per annum. The Annual License Fee quoted by the bidder shall not be less than the aforesaid base price.
- c. To be submitted only in financial BOQ format.

Signed

For and on behalf of (*name of bidder*)

(*Authorised signatory*)

(*Designation of Signatory*)

(*Common Seal*)

**OTHER SPECIAL CONDITIONS**

- AMC will include, Monthly inspections, Periodical testing & calibrations, Standard day runs, Attention of brake-downs within 48 hours on detection of fault is mandatory.
- The services shall include monthly visit for carrying out checks.
- Successful bidder will use trained & appropriately skilled personals directly employs and/ or supervisors. They will be qualified to keep the equipment properly adjusted and they will be using all reasonable care to maintain the equipment in efficient, safe & reliable condition. Successful bidder has to mobilize / demobilize resources in stages as per the job requirements without any extra cost to MTDC.
- Periodical reporting of the operations of AMC should be submitted by the successful bidders in the decided formats. Successful bidder will in accordance with their term hereof, regularly examine, lubricate & adjust the equipment and generally carry out planned maintenance in a systematic & controlled manner for all components of equipment.
- The Successful bidder shall monitor and report on its compliance with agreed service level agreement (SLA) and Key performance index (KPI).The service provider shall also monitor/ ensure compliance SLA's KPI's at the time of signing agreement for AMC.
- Consumables shall be paid as per actual on submission of invoices and certification of representative appointed by MTDC. Advance approval shall be taken from the MTDC before procuring of consumables.
- List of the consumables with their rates should be submitted by the successful bidder with validity of rates for 1 year.
  - The Successful bidder shall reserve 2 seat for MTDC/MTDC staff in IISDA.
- The Successful bidder shall ensure that no damage to property including installation in the premises shall be done by their personals. In case any damage found it should be got rectified by the successful bidder's cost. A joint survey and inspection of all assets such as equipment's, land and building, fixed and movable assets shall be done between MTDC and the successful bidder during made available for use / access of IISDA.
- Successful bidder shall inform the name and designation of the contract key persons for communications, who will be working for this contract.
- Successful bidder scope of work covered shall be **“Training for Water Safety, Precautionary Training, Basic Water Sports Training, and Land-Based Safety Training and Operation and maintenance of facilities at MTDC's Indian Institute of Scuba Diving and Aquatic (IISDA), Tarkarli, District Sindhudurg”**.

- **SAFETY RULES & REGULATIONS** All relevant safety measures shall be taken by successful bidder for the men & machinery, MTDC shall not be responsible for any mishap during the contract period.
- **LABOUR LAWS** Successful bidder is required to comply with all the Labour laws of the State, Central Government and other concerned authorities.
- Successful bidder shall maintain necessary records at Successful bidder's cost, which are required under these provisions in force from time to time. Successful bidder shall abide by the Payment of Wages Act, 1936. The Minimum Wages Act, 1948, The Contract Labour (Regulation & Abolition) Act, 1970 and any other laws to the Central and/or State Government enforce from time to time and the rules made there under. Successful bidder shall also be liable and responsible for complying with the provision of the Employees Provident and Miscellaneous Provision Act, 1952, and the schemes framed there under. Successful bidder shall comply with and bear full liability arising under all applicable labour legislation including but not limited to Employees State Insurance Act and Provident Fund Act for Successful bidder's workmen. Successful bidder will make payment to Successful bidder's workmen under Minimum Wages Act.
- Agency shall observe all stipulations and obligations under statutory laws and lawful directions given by the Government/Semi-Government Authorities.

## Appendix-II

### LEAVE & LICENSE AGREEMENT

This LEAVE AND LICENSE AGREEMENT (the “Agreement”) is made and entered into at \_\_\_\_\_ on this [ ■ ] day of [ ■ ] 2026 by and between:

Maharashtra Tourism Development Corporation Limited, a company established under the Companies Act, 1956 (fully owned by the Government of Maharashtra) for systematic development of tourism on commercial lines, having its registered office at Mafatlal House, 1st Floor, H.T. Parekh Road, Backbay Reclamation, Churchgate, Mumbai-20, acting through Mr. \_\_\_\_\_, \_\_\_\_\_ (name of the designated officer), (hereinafter referred to as the “Licensor”, which term or expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the FIRST PART; and

\_\_\_\_\_ (Name of Successful bidder), a company organized, incorporated, registered and existing under the Indian Companies Act, 1956 and having its registered office at \_\_\_\_\_ (insert address), acting through Mr. \_\_\_\_\_, \_\_\_\_\_ (insert name of the office and his designation), duly authorized vide resolution dated \_\_\_\_\_ (insert date of the Board Resolution) passed by the Board of Directors of the Company in their meeting held on \_\_\_\_\_ (insert date of the Board meeting), (hereinafter referred to as the “Licensee”, which term or expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the SECOND PART.

The Licensor and the Licensee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

#### **WHEREAS:**

MTDC is a company incorporated under the Companies’ Act 1956 and fully owned by the Government of Maharashtra. MTDC and has developed two IISDA facility in Tarkarli, Tal. Malvan, Dist. Sindhudurga.

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MTDC had decided to appoint a Training Agency for the operations and maintenance of the facility. The IISDA facility will be given for O&M for a period of 10 (ten) years from the day of signing this Leave & License agreement.

MTDC, had conducted a competitive bidding process by inviting proposal in the form of bids (the '**Bid**') vide its Request for Proposal No. \_\_\_\_\_ dated \_\_\_\_\_ (the '**RFP Document**') to select an Training Agency for the operations and maintenance of the Facility ;

M/s \_\_\_\_\_ (*insert names of the Preferred Bidder*) submitted the highest Financial Bid with an Annual License Fee of INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) was selected by MTDC as the preferred bidder (the '**Preferred Bidder**' or '**Training Agency**') vide the Letter of Award ('**LOA**') no. \_\_\_\_\_ dated \_\_\_\_\_;

The Preferred Bidder has, in accordance with RFP and LOA, has:

- a. Paid to MTDC an amount of INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) towards the Annual License Fee as specified in LOA vide Demand Draft / Pay Order / Banker's Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch, payable at Mumbai, 'The Managing Director, Maharashtra Tourism Development Corporation';
  - b. Deposited with MTDC an unconditional and irrevocable bank guarantee of value INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) vide Bank Guarantee no. \_\_\_\_\_ issued by \_\_\_\_\_ Bank, \_\_\_\_\_ Branch, dated \_\_\_\_\_ as Performance Security; (the '**Performance Security**');
- A. The Preferred Bidder having duly complied with the above-mentioned formalities is desirous of being granted access to the IISDA facility and commencing operations of the facility;
- B. Accordingly, MTDC on the basis of the representations and warranties of the Training Agency has agreed to grant to the Training Agency rights and other rights in the IISDA facility as specified herein for the purposes as set out herein in this Leave & License Agreement, subject to the fulfilment of the Training Agency's obligations as set out and contained herein in this Leave & License Agreement in accordance with the terms and conditions of this Leave & License Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Leave & License Agreement and other good and valuable consideration.

## **1. Article I: Definitions and Interpretations**

### *i. Definitions:*

In these presents, including the recitals hereof, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- a. **‘Appendix’** and **‘Appendices’** mean any of the schedules, annexures, supplements or documents appended to this Leave & License Agreement;
- b. **‘Applicable Laws’** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision or determination by, or any interpretation or administration of Government of India (GOI) or Government of Maharashtra (GOM) or by any Government Authority(ies) or instrumentality thereof, as may be in effect on the date of this Leave & License Agreement and during the subsistence thereof;
- c. **‘Bid’** shall have the meaning ascribed to it in Recital F of this Leave & License Agreement;
- d. **‘Business Day’** means a day on which banks are generally open in Mumbai / State of Maharashtra, for transaction of normal banking business;
- e. **‘Change in Law’** means occurrence of any of the following events after the execution of this Leave & License Agreement:
  - i. enactment of any new Applicable Law;
  - ii. the repeal in whole or in part (unless re-enacted with the same effect) or modifications of any existing Applicable Law;

- iii. the change in interpretation or application of any Applicable Law by a court of record as compared to such interpretation or application by a court of record, prior to the date of this Leave & License Agreement;
- iv. after the date of grant of any Applicable Permit(s), a change in the terms and conditions attaching to such Applicable Permit(s) (other than for cause) or the attachment of any new terms and conditions to the Applicable Permit(s) (other than for cause); or,
- v. any Applicable Permit(s) previously granted ceasing to remain in full force and effect, though there is no fault of or breach by a Party (including a failure to renew), or if granted for a limited period, nor being renewed on a timely basis on an application therefore having been duly made in good time;
- f. **‘Confirming Party’** to this Leave & License Agreement is the Preferred Bidder, be it an individual entity;
- g. **‘Cure Period’** shall have the meaning ascribed to it in Article 13.5 of this Leave & License Agreement;
- h. **‘Deficiency’** shall have the meaning ascribed to it in Article 3.2.3 of this Leave & License Agreement;
- i. **‘Training Agency’** shall mean the Company as defined in Article 1.1 below to execute of this Leave & License Agreement;
- j. **‘Leave & License Agreement’** means this Agreement as of date hereof, including recitals, Appendices and attachments hereto as may be amended, supplemented or modified in accordance with the provisions hereof;
- k. **‘Dispute’** shall have the meaning ascribed to it in Article 16.2.1 of this Leave & License Agreement;
- l. **‘Effective Date’** means the date on which this Leave & License Agreement is executed between the Parties;

- m. **‘End Date’** means the date immediately following the date of expiry or prior termination, as the case may be, of this Leave & License Agreement in accordance with the provisions hereof;
- n. **‘Force Majeure Event’** shall have the meaning ascribed to it in Article 12.1 of this Leave & License Agreement;
- o. **‘Good Industry Practice’** means the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of engineering, procurement, construction, equipment, safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced construction contractor and/or Training Agency, in a project of the type and size similar to the Project;
- p. **‘GOI’** shall mean Government of India;
- q. **‘GOM’** shall mean Government of Maharashtra;
- r. **‘Grant’** shall means assigning Licensee right on the IISDA facility and the Project to the Training Agency as per the provisions of this Leave & License Agreement;
- s. **‘Indemnified Party’** shall have the meaning ascribed to it in Article 17.3.1 of this Leave & License Agreement;
- t. **‘Indemnifying Party’** shall have the meaning ascribed to it in Article 17.3.1 of this Leave & License Agreement;
- u. **‘Insurance Cover’** shall have the meaning ascribed to it in Article 9.1 of this Leave & License Agreement;
- v. **‘LOA’** shall have the meaning ascribed to it in Recital F of this Leave & License Agreement;
- w. **‘Material Adverse Effect’** means circumstances which may or do (i) render any right vested in a Party by the terms of this Leave & License Agreement ineffective or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Leave & License Agreement or the legality, validity, binding nature or enforceability of this Leave & License Agreement;

- x. **‘Material Breach’** means a breach of any of the obligations, terms, conditions and covenants of this Leave & License Agreement or covenants by a Party, which materially and substantially affects the performance of the transactions contemplated by this Leave & License Agreement/and has a Material Adverse Effect;
- y. **MTDC’** shall have the meaning ascribed to it in Preamble of this Leave & License Agreement;
- z. **‘MTDC Event of Default’** shall have the meaning ascribed to it in Article 13.3 of this Leave & License Agreement;
- aa. **‘Notice of Intention to Terminate’** shall have the meaning ascribed to it in Article 13.5.1 of this Leave & License Agreement;
- bb. **‘Payment Default’** shall have the meaning ascribed to it in Article 7.3.1 of this Leave & License Agreement;
- cc. **‘Person’** means any individual, company, corporation, partnership, unincorporated organization, Government or Governmental Authority or agency or any other legal entity;
- dd. **‘Performance Security’** shall mean the irrevocable and unconditional bank guarantee provided by the Preferred bidder from a nationalized bank having a branch at Mumbai as guarantee for the performance of its obligations in respect of the Project;
- ee. **‘Preferred Bidder’** shall mean the Bidder, single company, who has been selected, pursuant to the bid evaluation process set forth in the RFP Document, for implementation of the Project and to whom LOA has been issued by MTDC;
- ff. **‘Project Agreements’** means collectively (a) this Leave & License Agreement, (b) the Charter Documents, (c) agreements for the design, engineering, procurement of materials, technology and equipment, construction, testing and commissioning and completion of the Project Facilities (d) the operations and maintenance agreements, (e) all Sub-Agreements, (f) all Agreements of the Lessee / Sub-lessees with Transferees; (i) the Shareholders Agreement; entered into or may hereafter be entered into by the Lessee in connection with the Project;

- gg. **‘Project’** means, the project operation and maintenance of the Project Facilities at the IISDA facility in accordance with the terms and conditions of this Leave & License Agreement;
- hh. **‘Project Assets’** means, collectively, all the structures, facilities and areas that are developed on the Project Facility, all Project Facilities, and;
- ii. **‘Project Facilities’** mean collectively or singularly, as the context may admit or require: (i) Facility, (ii) external areas like circulation, parking spaces, open area and landscaped areas and (iii) On site Infrastructure along with the structures, common areas, infrastructure and facilities and services relating the IISDA facility in accordance with the provisions hereof;
- jj. **‘Proposal’** or **‘Bid’** means the documents in their entirety comprised in the proposal or bid submitted by Any Firm / Bidder (including the technical and financial proposal / bid) in response to the RFP, and accepted by MTDC, signed for verification by the authorized representatives of the Parties;
- kk. **‘Request for Proposal’** or **‘RFP’** means the Request for Proposal dated 12<sup>th</sup> December, 2023 issued by MTDC inviting proposals for the Project, and includes any addendum / clarifications issued in respect thereof by MTDC;
- ll. **‘Scope of the Project’** means the scope for the Project as set out in Article 2.1 in this Leave & License Agreement;
- mm. **‘Term’** shall have the meaning ascribed to it in Article 3.1.3 and 13.1 of this Leave & License Agreement;
- nn. **‘Termination’** shall have the meaning ascribed to it in Article 13.4.1 of this Leave & License Agreement;
- oo. **‘Termination Notice’** shall have the meaning ascribed to it in Article 13.4.1 of this Leave & License Agreement;
- pp. **‘Facility’** shall have the meaning ascribed to it in Recital B of this Leave & License Agreement

qq. ‘**IISDA facility Infrastructure Facilities**’ including internal roads, pavements, drains, sewerage, sidewalks, perimeter fencing, street lighting within the perimeter, electricity sub-stations, electricity mains, water mains, sewer mains, power and water supply, rain water harvesting, waste disposal systems, sewage treatment plant (STP), telecom services, logistics centre, firefighting system, and utility corridor and green belt development within the perimeter of the IISDA facility, etc., as applicable;

**ii. Interpretation**

In this Leave & License Agreement, unless the context otherwise requires:

- i. Any reference to any statute or statutory provision shall include:
  - a. All subordinate legislation made from time to time under that provision (whether or not varied, amended, modified, re-enacted or consolidated);
  - b. Such provision as from time to time, be amended, modified, re-enacted or consolidated (whether before or after the date of this Leave & License Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Leave & License Agreement and to the extent liability there under may exist or can arise.
- ii. The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- iii. A reference to any document, Agreement or other deed or document of any description or other instrument (including, without limitation, references to this Leave & License Agreement), includes a reference to any document, agreement, or other instrument as may be varied, amended, supplemented, restated, renovated or replaced, from time to time.
- iv. A reference to any document, agreement, or other instrument (including, without limitation, references to this Leave & License Agreement), means a reference to such document, agreement or other instrument and to all appendices, annexure, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement or other instrument, as the case may be.

**Appointment of Agency for Training in the Safety and rescue of Water and Land-Based Sports and Adventure Tourism at IISDA**

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- v. A reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to.
- vi. Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- vii. References to a particular article, clause, paragraph, sub-paragraph, section, schedule or annexure shall, except where the context requires otherwise, be a reference to that article, clause, paragraph, sub-paragraph, section, schedule or annexure in or to this Leave & License Agreement, as the case may be.
- viii. The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to this Leave & License Agreement as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed ejusdem generis with any foregoing words.
- ix. In this Leave & License Agreement, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of this Leave & License Agreement.
- x. Where in this Leave & License Agreement, provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificates of determination shall be in writing.
- xi. Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- xii. A right conferred by this Leave & License Agreement to do any act or thing shall be capable of being exercised from time to time.
- xiii. The rule of interpretation which requires that an agreement be interpreted against the person or Party drafting it shall have no application in the case of this Leave & License Agreement.

**Appointment of Agency for Training in the Safety and rescue of Water and Land-Based Sports and Adventure Tourism at IISDA**

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- xiv. If any provision in this Article is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Leave & License Agreement.
- xv. Unless a Party granted discretion to render a decision or enter in to an agreement is specifically described as being required to act reasonably in making such decision or entering in to such agreement, as the case may be, the Party granted such discretion shall be entitled to act with absolute discretion.
- xvi. Any reference to ‘day’ shall mean a reference to a calendar day, any reference to ‘month’ shall mean a reference to a month of the Gregorian calendar. All dates are in the form of DD/MM/YYYY.
- xvii. Any reference to any period commencing ‘from’ a specified day or date and ‘till’ or ‘until’ a specified day or date shall include both such days and dates.
- xviii. References to a person (or to a word importing a person) shall be construed so as to include:
- a. Individual, firm, partnership, company, corporation, corporate body, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
  - b. That person’s successors in title and assigns or transferees permitted in accordance with the terms of this Leave & License Agreement; and,
  - c. References to a person’s representatives shall be to its officers, personnel, legal or other professional advisers, subcontractors, agents, attorneys and other duly authorized representatives.
- xix. The terms and expressions elsewhere defined in this Leave & License Agreement shall have the meanings ascribed therein.
- xx. This Leave & License Agreement, and all other agreements and documents forming part of this Leave & License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Leave & License Agreement, the priority of

this Leave & License Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- a. this Leave & License Agreement; and
- b. all other agreements and documents forming part hereof, i.e. the Leave & License Agreement at (a) hereinabove shall prevail over the agreements and documents at (b) hereinabove.

**iii. *Measurements and Arithmetic Conventions:***

All measurement and calculations shall be in metric system and calculations done to two (2) decimal places, with the third digit of five (5) or above being rounded up and below five (5) being rounded down except in money calculation, which shall be rounded off to nearest rupee.

**2. Article II: scope of project**

**i. *Scope of Project:***

1. The scope of the Project is to operate and maintain the IISDA facility in accordance with the terms and conditions of this Leave & License Agreement.
2. The scope of the Project shall mean and include, during the Term:
  - a. The Training Agency shall be entitled to collect fees from the visitors to the Facility. The Training Agency shall also be entitled to collect fees from the vehicles parked in the MTDC complexes in and around the Facility.
  - b. Generating revenue from the Project by renting the restaurants within the Facility via self operation;
  - c. Generating revenue by organising events, exhibitions. The maximum number of events and exhibitions that can be held are mentioned in this document
  - d. Marketing and publicity of the IISDA facility to attract visitors to these facilities.
  - e. Operating and maintaining the IISDA facility as per standards and scope of work defined in this document

- f. Payment of all utility charges, property charges and any statutory charges as per scope of work defined in this document.
- g. Performance and fulfilment of all other obligations of the Training Agency pursuant to this Leave & License Agreement and matters incidental thereto or necessary thereof.
- h. The authorised persons from MTDC shall inspect the premises from time to time to review the performance of the operations and maintenance of the project by the licensee, including review of book of accounts / audit reports for the project, with a prior notice and the licensee shall provide all cooperation to facilitate such review process.
- i. The Training Agency shall maintain a visitor's book and collection of feedback and suggestions from tourist about their experience of the IISDA and sharing the same with MTDC officials on quarterly basis. The Training Agency shall also send monthly data of visitors and statement of cost and revenue to the MTDC.

**ii. Access to the Facility:**

1. Upon the execution of this Leave & License Agreement, MTDC shall give access of the IISDA facility to the Training Agency for the purposes of and to the extent conferred by the provisions of this Leave & License Agreement and grant the access of the IISDA facility to enjoy the licensee rights on the IISDA facility for the purpose of undertaking the Project during the Term.
2. MTDC and the Training Agency shall carry out a joint survey of the IISDA facility prior to the access being granted of the IISDA facility and signoff on the Project Register which will consists of all the Project Assets and Facilities including but not limited to the structure of the Facility, the building, the mechanical and electrical equipment and the audio-visual equipment.

**3. Article III: Grant of Leave and License**

**i. Grant of licensee Right:**

1. Both the Parties expressly agree that by virtue of Article 7.2 upon the payment the License Fee to MTDC by the Training Agency and its due acknowledgement by MTDC, in respect of the IISDA facility as described, delineated and shown in this RFP

document, whereby and where under the IISDA facility shall be leave and license to the Training Agency along with all rights, liberties, privileges whatsoever to the Facility , as contemplated in this Leave & License Agreement and the Training Agency's obligations hereof, and for no other purpose whatsoever (the "License Rights").

2. On the execution of the Leave & License Agreement by MTDC in favour of the Training Agency, MTDC shall issue formal possession of the IISDA facility to the Training Agency and the Parties shall execute a formal access letter. Notwithstanding such access made available, the Training Agency shall not have any claim whatsoever against MTDC with respect to the IISDA facility or any change in the IISDA facility from the Effective Date itself.
3. The tenure of leave and license would be 10(Ten) years from the date of execution of this Leave & License Agreement (the "Term"). The tenure of leave and license would be renewable (up to a maximum of 10 years) at the option of MTDC from the date of expiration of the Term on such terms and conditions as determined by the Parties at least six (6) months prior to expiration of the Term. In such event, the Term would be extended up to expiration of the renewed tenure of leave and license.
4. Further provided that, the Training Agency shall obtain prior written permission from MTDC before renting any of the restaurants to any third-party user.
5. All the other agreements, licence agreement, franchise agreement, etc. entered into by the Training Agency with any user, shall also be co-terminus with this Leave & License Agreement.
6. MTDC and/or its authorised officers, employees, representatives, or nominees shall have the right, at all reasonable times, to enter, access, and inspect the IISDA facility for the purpose of monitoring compliance with the terms and conditions of this Leave & License Agreement, verifying operations, maintenance, safety, and statutory compliance. The Training Agency shall extend full cooperation and provide all necessary assistance during such inspections.
7. MTDC is presently in possession, control, and management of various tourism and water sports-related assets, facilities, and activities across the State of Maharashtra, including water-based, land-based, adventure, and allied tourism initiatives. In the event MTDC proposes, undertakes, expands, or introduces any tourism, sports, adventure, or

allied activities in the future, whether at IISDA or at any other location within the State of Maharashtra, the Selected Agency shall extend full cooperation, coordination, and professional support to MTDC, as may be required. Such cooperation shall include, but not be limited to, technical assistance, operational support, training inputs, knowledge sharing, and alignment with MTDC's objectives, without prejudice to the rights and obligations under this RFP and the Leave & License Agreement.

**ii. Facility :**

1. On execution of this Leave & License Agreement, the Training Agency has declared and acknowledged that:
  - a. It has inspected the IISDA facility and the surroundings and is aware of the existing condition and existing structures etc., if any, on the Facility, which is being offered strictly on an "as is where is basis". The Training Agency shall not claim for any change on the IISDA facility after the Effective Date.
  - b. It has satisfied itself as to the means of communication with, access to and accommodation at the Facility, it may require or as may be otherwise necessary for the performance of its obligations under this Leave & License Agreement.
  - c. It has satisfied itself as to the usefulness, usability etc. of the Facility.
  - d. It has assessed the availability of power, water and other necessary infrastructure etc.
  - e. It has carried out market study, demand survey, user's opinion survey, etc. regarding the commercial viability of the Project.
  - f. It has assessed the conditions of the approach roads to the Facility.
  - g. It has examined all Applicable Laws and Applicable Permits.
  - h. It shall take over the possession of the IISDA facility more elaborately described in in terms of this Leave & License Agreement on and "as is where is basis".
  - i. It has obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect its rights and obligations hereunder and its other rights and obligations under or pursuant to this Leave & License Agreement.

- j. All other matters that might affect the performance under this Leave & License Agreement and has determined to the Training Agency's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Training Agency in the course of performance of its obligations hereunder.
    - k. The Training Agency agrees explicitly that it will not make any structural changes and changes in the audio-visual equipment. Any major maintenance activity shall be undertaken with prior permission of MTDC.
  2. The Training Agency expressly acknowledges that it shall have no recourse against MTDC in the event of any mistake made or misapprehension harboured by the Training Agency in relation to any of the foregoing provision of this Article 3 and MTDC hereby expressly disclaims any liability in respect thereof.
  3. The Training Agency acknowledges that they have undertaken a careful examination of the Facility, including an independent evaluation of the IISDA facility as a whole and understood the nature and extent of difficulties, inputs, costs, time, resources, risks and hazards that are likely to arise or may be faced by them in the course of the performance of its obligations under this Leave & License Agreement. The Training Agency further acknowledges that it shall have no recourse against MTDC if it is, at a later date, found that the IISDA facility are deficient in any manner whatsoever (the "Deficiency").

**iii. Exceptions to the Grant:**

It is expressly agreed between the Parties that MTDC reserves for itself, provided that the same is not inconsistent in accordance with this Leave & License Agreement, the right to grant any easements over or rights of access or rights of way on, over, under, through or across the IISDA facility with prior intimation to the Training Agency for:

- a. The purpose of supply of electricity, gas, telecommunication cables, water, sewerage, drainage or any other services and utilities; or,
- b. The purpose of transport or other services to the public.

**4. ARTICLE IV: SHAREHOLDING PATTERN**

1. In case of any change in management or shareholding pattern of the Training Agency it shall ensure that such a change does not adversely affect the desired deliverables as stated in this document.

2. All changes in the shareholding pattern resulting in change of Constitution should be communicated to MTDC immediately.

**5. ARTICLE V: REPRESENTATIONS AND WARRANTIES:**

*i. Representations and Warranties of MTDC:*

1. MTDC hereby represents and warrants to the Training Agency that, as of the Effective Date:
  - a. It is duly organized and validly existing under the laws of India and has been in continuous existence since its constitution;
  - b. It has full power and authority to execute, deliver and perform its obligations under this Leave & License Agreement and to carry out the transactions contemplated hereby;
  - c. It has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Leave & License Agreement;
  - d. The obligations of MTDC under this Leave & License Agreement will be legally valid, binding and enforceable obligations against MTDC in accordance with the terms hereof;
  - e. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Authority which may result in any Material Adverse Effect or impairment of MTDC's ability to perform its obligations and duties under this Leave & License Agreement;
  - f. To the best of MTDC's knowledge and belief, there are no actions, suits, proceedings or investigations pending against it, before any court or Governmental Authority in relation to the Facility, the outcome of which may result in the breach of or constitute a default of MTDC under this Leave & License Agreement, or result in impairment of MTDC's ability to perform its obligations and duties under this Leave & License Agreement.

***ii. Representation and Warranties of the Training Agency:***

1. The Training Agency hereby represents and warrants to MTDC that as of the Effective Date:
  - a. It is duly organized and validly existing under the laws of India and has been in continuous existence since incorporation;
  - b. It has full power and authority to execute, deliver and perform its obligations under this Leave & License Agreement and to carry out the transactions contemplated hereby;
  - c. It has taken all necessary corporate and other action under Applicable Laws and its Memorandum of Association and Articles of Association to authorize the execution, delivery and performance of this Leave & License Agreement;
  - d. It has the technical and financial standing and capacity to undertake and complete the Project;
  - e. The obligations of Training Agency under this Leave & License Agreement will be legally valid, binding and enforceable obligations against the Training Agency in accordance with the terms hereof;
  - f. The information furnished in the Bid by the Preferred Bidder and as updated on or before the date of this Leave & License Agreement is true and accurate in all respects as on the date of this Leave & License Agreement;
  - g. The execution, delivery and performance of this Leave & License Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of its Memorandum of Association and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
  - h. There are no actions, suits, proceedings, or investigations pending or, to the best of the Training Agency's knowledge, threatened against it before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of Training Agency under this

Leave & License Agreement or which individually or in the aggregate may result in any Material Adverse Effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Leave & License Agreement;

- i. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Authority which may result in any Material Adverse Effect or impairment of Training Agency's ability to perform its obligations and duties under this Leave & License Agreement or to undertake the Project;
- j. It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities, or may have Material Adverse Effect on its financial condition or its ability to perform its obligations and duties under this Leave & License Agreement and undertake the Project;
- k. No representation or warranty by Training Agency contained herein or in any other document furnished by it to MTDC, or to any Governmental Authority in relation to Applicable Permits contains or will contain any untrue, inaccurate or incorrect statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

**iii. Disclosure:**

1. In the event at any time after the date hereof, any event or circumstance comes to the attention of either Party that renders any of its abovementioned representations or warranties untrue, inaccurate or incorrect, then such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of (i) remedying any breach of the representation or warranty that has been found to be untrue, inaccurate or incorrect; or (ii) adversely affecting or release any obligation of either Party under this Leave & License Agreement.

**6. Article VI: Obligations of the Training Agency and MTDC**

***i. The Training Agency's Obligations:***

1. The Training Agency agrees that it shall at its own cost and expense observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Leave & License Agreement, the following:
  - a. Undertake timely and effective operation and maintenance of the Project, Assets and Project Facilities during the tenure of the Term in accordance with this Leave & License Agreement;
  - b. Make timely payment of consideration as set out in this Leave & License Agreement;
  - c. Submit to MTDC certified true copies of each of the Project Agreements within seven (7) days of their execution;
  - d. Give MTDC not less than thirty (30) days prior notice entering into, amending or replacing any project agreement so as to enable MTDC to provide its consent or offer its comments, if any thereon which, if made, shall be duly considered and given effect to by the Training Agency before entering into, amending or replacing such project agreement;
  - e. Procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project;
  - f. Provide all assistance to the Executive Engineer of MTDC, as it may require for the performance of its duties and services;
  - g. The Training Agency shall provide to MTDC on a regular basis during the Term, in accordance with the provisions of this Leave & License Agreement and at all times provide the MTDC such information, data and documents as the MTDC may reasonably require;
  - h. Obtain and maintain in force on and from the Compliance Date all insurance in accordance with the provisions of this Leave & License Agreement and Good Industry Practice;

- i. Undertake servicing of the debt in accordance with any financial arrangement taken by the Training Agency for the Project;
- j. Make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Training Agency's obligations under this Leave & License Agreement;
- k. Be solely responsible at all times for its employees and employees of its sub-Contractors and MTDC shall not be liable in any manner whatsoever in respect of such employees and their employment;
- l. Employ and retain during the Term suitably qualified and experienced personnel on the IISDA facility to manage the Project on a day-today basis;
- m. Not to place or create and nor permit any Contractor or other person claiming through or under the Training Agency to create or place any Encumbrance or security interest over all or any part of IISDA facility or on the Project Assets, or on any rights of the Training Agency therein or under this Leave & License Agreement, save and except as expressly set forth in this Leave & License Agreement;
- n. Make its own arrangements for quarrying, and observe and fulfil the environmental and all other requirements under the Applicable Laws and Applicable Permits at its own cost and expense;
- o. Be responsible for safety, soundness and durability of the Project and their compliance with the Specifications and Standards;
- p. Adhere to Safety Standards as per requirements of Applicable law, Good Industry Practice;
- q. Not claim or demand possession or control of any roads, structures or real estate which do not form part of the Project;
- r. From the Effective Date the Training Agency, as the case may be and to the extent as applicable and otherwise provided for in this Leave & License Agreement, pay in a timely manner all outgoing duties, levies, cess, import duties, fee (including any licence fees), rates and charges (including those applicable for existing utility connections) and any other dues, assessments and outgoings in respect of the Project

Assets and Project Facilities. The aforesaid shall also include amongst others (if applicable) income tax, sales tax, service tax, value added tax, excise duty, customs duty, octroi, charges for water, sewerage disposal, fuel, garbage collection and disposal, electricity and other utilities that may be levied, claimed or demanded from time to time by any Government. Electricity and water supply bills at actuals shall be paid by the training Agency. Authority including any increase therein effected or fines or penalties related thereto. MTDC shall not be liable for the payments of the aforesaid, if in any event and under any circumstances, the Training Agency fails to pay the same. In case, MTDC is made and / or caused to pay any sums of money on account of the aforementioned heads, MTDC will be entitled to receive such amounts from the Training Agency along with interest @ fifteen percent (15%) per annum from the date the payment is made by MTDC till the due receipt thereof by MTDC to the complete satisfaction of MTDC;

- s. Comply with the divestment requirements and cease the access the Project, the Assets and the Project Facilities as the case may be, to MTDC upon Termination of this Leave & License Agreement;
- t. The Training Agency shall not directly or indirectly either by itself or through its agents or any person claiming under it, to solicit, accept, collect or appropriate any application or any money, in whatever form, towards the use, allotment, occupation or license of any developed or built-up space or any facilities or amenities proposed to be established, operated and maintained in the Project prior to execution of this Agreement;

***ii. Indemnification:***

1. The Training Agency shall indemnify and keep indemnified MTDC against all actions, suits, claims, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Training Agency in connection with the enjoyments of its rights and performance, of its obligations under this Leave & License Agreement and shall also indemnify the MTDC from any and all liabilities and consequences, in relation to payment of taxes (other than Municipal taxes), duties, levies, cess and charges etc., arising from any and all such non-payment, delayed payment, attachment, disturbance of possession, notice, order, litigation etc.

***iii. MTDC's Obligations:***

1. MTDC agrees to observe, comply and perform the following:
  - a. Enable the Training Agency to have access of the Facility, free from encumbrances, in accordance with this Leave & License Agreement;
  - b. Permit use of the IISDA facility by the Training Agency as licensee along with its Logo to be mentioned on all certification given by the training agency with the agencies Logo jointly printed for the courses undertaken under and in accordance with the provisions of this Leave & License Agreement without hindrance from MTDC or persons claiming through or under it;
  - c. Observe and comply with its obligations set forth in this Leave & License Agreement;
  - d. Provide full cooperation to the Training Agency in order to achieve the objectives of this Leave & License Agreement.

***iv. Operation and Maintenance of the IISDA:***

1. The Training Agency shall undertake, at its cost and risk, the operation and maintenance of the Project / Project Assets / Project Facilities in accordance with Good Industry Practice so that upon expiry/ termination of the Term, the Project is transferred to MTDC in good state and perfect working condition, normal wear and tear excepted.
2. The Training Agency may undertake the operation and maintenance of the Project / Project Assets / Project Facilities at its cost either by themselves, or through appointment of contractors or agents. The Training Agency may charge a lump sum and/ or periodic maintenance or service fees for the operation and maintenance services provided by it / them to the persons / users availing the same.
3. The appointment of agents shall be made by the Training Agency at its cost and risk without in any way relieving the Training Agency of its obligations as set out in this Leave & License Agreement. The Training Agency shall ensure that all the obligations, which are relevant to the scope of work of an agent, pursuant to this Leave & License Agreement are incorporated in the terms and conditions under which such agent is retained. The Training Agency shall be liable and responsible for the acts or defaults of

its agents or employees as if the acts or defaults of the latter were the acts or defaults of the Training Agency.

4. The Training Agency shall exercise appropriate control over the agents and shall manage, direct, administer and supervise their working so as to ensure compliance with the provisions of this Leave & License Agreement.

The Training Agency shall make appropriate arrangements for security at the Facility, Project and Project Facilities and abide by the security regulations / procedures prescribed by MTDC or any Government Authority from time to time.

## **7. Article VII: Payment of License Fee**

### *i. License fee:*

1. The sums payable by the Training Agency in terms of this Article 7.2 and 7.3 to MTDC shall hereinafter together be referred to as License fee (the “License fee”).

### *ii. Annual License Fee:*

1. In accordance with this Agreement and other rights, privileges and benefits set forth herein, the Training Agency hereby agrees to make a payment of INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_) towards the license fee (the ‘Annual License Fee’) to MTDC and undertake implementation of the Project, in accordance with this Leave & License Agreement.
2. The schedule for payment of the Annual License Fee is as follows: -  
  
Annual License Fee shall be increased thereafter by 05% every year. Both Parties also understand that, the yearly fee shall be paid in four equal portions and the portion is to be paid every quarter. First portion is to be paid within 21 days of issuance of letter of acceptance and the consequent portions shall be paid within 21 days after the completion of the quarter year, i.e. 03 (three months). Likewise, the yearly fee shall be paid quarterly, 04 (four) times a year.
3. On delayed payment within the period specified in Article 7.ii.2, the Training Agency will be liable to pay penal interest on the amount due to the MTDC at SBI Lending Rate + 2% per annum from the respective due dates till the amount is fully paid.

***iii. Default in payment of consideration:***

1. In the event the Training Agency fails to pay / defaults in the payment of, all or any amounts along with interest thereof due for payment by the due dates, it shall be construed as a payment default (the “Payment Default”) on behalf of the Training Agency.
2. It is expressly agreed between the Parties hereto that in the event, there is a Payment Default and the said Payment Default is not rectified within ninety (90) days of the occurrence of such default, the Leave & License Agreement shall be terminated as per the provisions of Article 13.4.1. No extension whatsoever shall be provided beyond the aforesaid period and the payment of interest for such period would not entitle the Training Agency to seek any further extension.
3. Notwithstanding anything contained herein, in the event of Payment Default(s), no Cure Period of any nature whatsoever, other than the period of ninety (90) days specified in Article 7.3.2, shall be available to the Training Agency before termination of this Leave & License Agreement.

***iv. Performance Security:***

1. For securing the performance of the obligations of the Training Agency under this Agreement, the Training Agency had prior to the execution of this Leave & License Agreement, delivered to MTDC a bank guarantee for a sum of INR 15 lakhs only (Indian Rupees Fifteen Lakhs) valid from the date of issue thereof and until the expiry of the Ten (10) years from the date of this Agreement plus 06 months after expiration/Termination of this agreement and any extension granted in terms of this Leave & License Agreement in favour of “The Managing Director, MTDC” from a nationalized / scheduled bank, and payable and enforceable in Mumbai (the “Performance Security”).
2. The Training Agency shall keep the Performance Security valid at all times during the stipulated period.
3. In the event of the Training Agency being in default of the due, faithful and punctual performance of its obligations under the Leave & License Agreement IISDA facility or in the event of there being any claims or demands whatsoever whether liquidated or which may at any time be made or have been made on behalf of MTDC for or against the

Training Agency under this Leave & License Agreement or against MTDC in respect of this Leave & License Agreement, MTDC shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to call in, encash and appropriate the relevant amounts from the Performance Security as damages for such default, or loss suffered due to non-completion of construction within the said time period or dues, demands or claims.

4. The decision of MTDC as to any breach / delay having been committed, liability accrued or loss or damage caused or suffered shall be conclusive, absolute and binding on the Training Agency and the Training Agency specifically confirms and agrees that no proof of any amount of liability accrued or loss or damages caused or suffered by MTDC under this Leave & License Agreement is required to be provided in connection with any demand made by MTDC to recover such compensation through invoking and encashment of the Performance Security under this Leave & License Agreement.
5. In the event of encashment of the Performance Security by MTDC, in full or part, the Training Agency shall within thirty (30) days of receipt of the encashment notice from MTDC provide a fresh Performance Security or replenish the existing Performance Security, as the case may be. The provisions of this Article shall apply mutatis mutandis to such fresh Performance Security. The Training Agency failure to comply with this provision shall constitute a Training Agency's Event of Default which shall entitle MTDC to terminate this Leave & License Agreement in accordance with the provisions of the Leave & License Agreement.
6. Subject to the provisions hereof, MTDC shall promptly return the Performance Security to the Training Agency upon Termination within the stipulated time, provided that there are no outstanding claims of MTDC on any account whatsoever on the Training Agency.

## **8. Article VIII: Financing Arrangement and Security**

1. The Training Agency expressly agrees and undertakes that the Training Agency shall himself arrange for financing and / or meeting all financing requirements through suitable debt, equity and quasi-equity contributions or any other acceptable financial mode in order to comply with its obligations under the Leave & License Agreement.

2. The Training Agency on signing the Leave & License Agreement shall have no right to create mortgage or encumbrances over any of the Project Land, Building, Assets or its receivables.
3. Provided further, nothing contained above shall (i) absolve the Training Agency from its responsibilities to perform/ discharge any of its obligations under and in accordance with the provisions of this Leave & License Agreement; (ii) authorize or be deemed to authorize the Lenders to implement and execute Project themselves; and (iii) under any circumstances amount to any guarantee from or recourse to MTDC.

## **9. Article IX: Insurance**

1. The Training Agency shall during the Term purchase and maintain or cause to be purchased and maintained, at its own expense, insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the IISDA Facilities and all related existing/new assets against risks in an adequate amount, consistent with similar facilities of the size and type of the Project and as may be required. MTDC to insure land and building Training agency to insure all its employees, movable and immovable assets used during training and the training activities.
2. The Insurance Cover shall be made assignable to MTDC and the respective insurance policies shall contain a specific stipulation to that effect. Upon the termination of this Agreement, all such insurance policies and benefits there under shall forthwith stand transferred and assigned to MTDC and MTDC alone shall be entitled to the receipt of all amounts receivable under such policies.
3. Without limiting the generality of the foregoing, the Training Agency shall, at its cost and expense, purchase and maintain or cause to be purchased and maintained during the Term, such insurances as are necessary, including but not limited to the following:
  - a. Comprehensive insurance for the Facilities for their full market value or replacement cost (including fire, burglary, standard and special peril);
  - b. Loss, damage or destruction of Project Assets and Project Facilities;
  - c. Comprehensive third-party liability insurance, including injury or death of Persons who may enter the Facility, including trainees, visitors, tourists, invitees, guests, officials,

- and any other persons present at or using the Facilities in connection with or incidental to the training activities;
- d. the Training Agency's general liability arising pursuant to this Leave & License Agreement;
  - e. liability to third parties for goods or property damaged;
  - f. Workmen's' compensation insurance;
  - g. any other insurance that may be necessary to protect the Training Agency, the Persons claiming through or under it, its employees and its assets (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (i).
4. The Training Agency shall, from time to time, furnish to MTDC copies of all insurance policies in respect of the Insurance Cover (or appropriate endorsements, certification of other satisfactory evidence of insurance) as soon as reasonably practical and not later than thirty (30) days after they are received by the Training Agency and furnish evidence to MTDC that all premiums have been paid and that the relevant policies remain in existence. Each insurance policy shall provide that the same shall not be cancelled or terminated or changed unless ten (10) days' clear notice of cancellation is provided to MTDC in writing.
5. In the event the Training Agency does not effect, keep in force and maintain Insurance Cover pursuant hereto, MTDC shall not be liable in any manner in this behalf and the Training Agency shall indemnify MTDC for and against all liabilities, costs and expenses arising out of or as a consequence of such failure. Such failure shall also constitute a Training Agency's' Event of Default. In such an event, MTDC shall have the option to keep in force any such Insurance Cover and pay such premium and recover the cost and expenses thereof from the Training Agency.
6. Unless otherwise provided herein, the proceeds from all insurance claims, except for life and injury, shall promptly be applied for the repair, renovation, restoration or reinstatement of the Project/ Project Assets / Project Facilities or any part thereof, which may have been damaged or destroyed.
7. Further to the above, it is clarified that -

- a. The Training Agency shall insure all insurable assets comprised in the Project / Assets / Project Utilities through Indian insurance companies and if so, permitted by Government of India, through foreign insurance companies, to the extent that insurances can be effective;
  - b. All insurance policies supplied by the Training Agency shall include a waiver of any right of subrogation of the insurers there under against, inter alia, MTDC and its assigns, successor, subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.
  - c. The Training Agency hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, MTDC and its successor, affiliates, subsidiaries, employees, successors, assigns, insurers and underwriters, which the Training Agency may otherwise have or acquire in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained by the Training Agency pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.
8. Further the above provisions to the extent as applicable shall also apply to the insurance of the relevant units and the inventory therein of the Users.

## **10. Article X: Accounts and Audit**

1. The Training Agency agrees and undertakes that during the subsistence of this Leave & License Agreement, it shall maintain books of account recording all receipts, income receipt, payments, assets and liabilities in accordance with Good Industry Practice and Applicable Laws. The said account shall, inter-alia, clearly reflect:
  - i. Account of receipts and receivables;
  - ii. Account of all other receipts and receivables;
  - iii. Obligations towards contractors, Sub-Contractors, suppliers and all payments made.

2. MTDC shall have the right to inspect the records of the Training Agency during office hours and require copies of relevant extracts of books of account, duly certified by auditors, and to be provided to MTDC.
3. The Training Agency also agrees and undertakes that it shall within thirty (30) days of the close of each quarter of a Financial Year / Accounting Year, furnish to MTDC its unaudited financial results in respect of the preceding quarter, in accordance with Applicable Law.

## **11. Article XI: Term and Expiry**

### Term and Expiry:

- a. Unless terminated earlier in accordance with Article 13.4.1 or by mutual agreement between the Parties in writing, this Leave & License Agreement shall continue in full force until the tenth (10<sup>th</sup>) year of the date of signing of the Leave & License Agreement (the “Term”).
- b. Upon expiry, the Facility, all immovable Project Assets and Project Facilities on the IISDA facility will automatically vest in MTDC free from all Encumbrances, without MTDC being required to pay any consideration in respect thereof and without the requirement of performance of any act or deed by either party to this Leave & License Agreement.
- c. Under exceptional circumstances, including but not limited to any change in applicable law, rules, regulations, government policy, or directives of the Government of Maharashtra or any competent authority, or where the IISDA facility is required for MTDC’s own use in public interest, MTDC shall have the right to take back the IISDA facility along with the Project Assets and Project Facilities. In such an event, this Leave & License Agreement shall stand terminated, and MTDC or any entity designated by it shall acquire all rights and interests of the Training Agency in and to the Project Assets and Project Facilities, in the manner provided under this Leave & License Agreement. In such termination, due compensation, as applicable, shall be payable to the Training Agency in accordance with Article 13.6.
- d. The option of renewal beyond the aforesaid period of 10 (Ten) years is not applicable.

**12. Article XII: Force Majeure**

1. A Force Majeure event (the “Force Majeure Event”) means any event or circumstance or a combination of events and circumstances set out hereunder or consequences thereof which affect or prevent the Party claiming to be affected by the Force Majeure Event (the “Affected Party”), from performing its obligations in whole or in part under this Leave & License Agreement and which event or circumstance (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) could not have prevented or reasonably overcome by such Party with the exercise of reasonable skill and care in relation to the implementation of the Project, (iii) the Affected Party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care, (iv) which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder, (v) which are of an incapacitating nature and of a severe magnitude, (vi) has a Material Adverse Effect on the transaction as contemplated between the Parties herein, and (vii) which prevent, restrict or interfere with the performance of obligations by the Affected Party under this Agreement. Such events mean:

- a. Acts of God or natural disasters or events beyond the reasonable control of the Affected Party, which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, tsunami, whirlwind, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the IISDA facility and, and the operation and maintenance thereof.
- b. An act of war (whether declared or undeclared), war like conditions, invasion, armed conflict or act of foreign enemy, in each case involving or directly affecting the Facility;
- c. Blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action or other civil commotion, act of terrorism or sabotage in each case within the IISDA facility or near vicinity.
- d. Nuclear blast / explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Facility / Project Facilities, unless the source or cause of the explosion, contamination, radiation or hazardous thing is brought to or near the

IISDA facility by the Training Agency or any agent of the Training Agency or any of their respective employees, servants or agents.

- e. Strikes, working to rule, go-slows and / or lockouts which are in each case widespread, nationwide or political and affects the Facility.
- f. Explosion (other than a nuclear explosion or an explosion resulting from an act of war) within the IISDA facility or near vicinity.
- g. Epidemic famine, other epidemic quarantine or plague within the IISDA facility or near vicinity.
- h. Destruction of infrastructure beyond the control of the Affected Party thereby, revocation of Applicable Permits, no objections, consents, licenses, exemptions, etc. granted by Government Authority and / or statutory authority, Change in Law, action and / or order by Government Authority and / or statutory authority, action or act of commission or omission by Government Authority;
- i. Any judgment or order of any court of competent jurisdiction or statutory authority in India made against MTDC, the Training Agency, the Preferred Bidder in any proceedings (which are non-collusive and duly prosecuted by the Party) for reasons other than failure of MTDC, the Training Agency, the Preferred Bidder, as the case may be, or any person claiming through or under, it to comply with the Applicable Law, Applicable Permits etc. or on account of breaches thereof or of any contract or enforcement of this Leave & License Agreement or exercise of any of its rights under this Leave & License Agreement.
- j. Any event or circumstances of a nature analogous to any of the foregoing.

**2. Procedure for Force Majeure:**

- a. If a Party claims relief on account of a Force Majeure Event, then the Party claiming to be affected by the Force Majeure Event shall, immediately on becoming aware of the Force Majeure Event, give notice of and describe in detail: (i) the Force Majeure Event(s) that has occurred; (ii) the obligation(s) affected as described in this Article 12; (iii) the dates of commencement and estimated cessation of such event of Force Majeure; and (iv) the manner in which the Force Majeure event(s) affect the Party's ability to perform its obligation(s) under this Leave & License Agreement. No Party

shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above. The Parties expressly agree that payment of Annual Rent shall not be suspended during the pendency of Force Majeure Event and / or its effect.

- b. The affected Party shall have the right to suspend the performance of the obligation(s) affected as described in Article 12, upon delivery of the notice of the occurrence of a Force Majeure Event in accordance with sub-Section (a) above. The affected party, to the extent rendered unable to perform its obligations or part thereof under this Leave & License Agreement, as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.
- c. The time for performance by the affected Party of any obligation or compliance by the affected Party with any time limit affected by Force Majeure Event, and for the exercise of any right affected thereby, shall be extended by the period during which such Force Majeure Event continues and by such additional period thereafter as is necessary to enable the affected Party to achieve the level of activity prevailing before the event of Force Majeure Event.
- d. Each Party shall bear its own costs, if any, incurred as a consequence of the Force Majeure Event.
- e. The Party receiving the claim for relief under Force Majeure Event shall, if it wishes to dispute the claim, give a written notice of dispute to the Party making the claim within thirty (30) days of receiving the notice of claim. If the notice of claim is not contested within thirty (30) days as stated above, all the Parties to this Leave & License Agreement shall be deemed to have accepted the validity of the claim. If any Party disputes a claim, the Parties shall follow the procedures set forth in Article 17.

### **3. Mitigation:**

The Party claiming to be affected by a Force Majeure Event shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such Force Majeure Event. The affected Party shall also make efforts to resume performance of its obligations under this

Leave & License Agreement as soon as possible and upon resumption, shall forthwith notify the other Party of the same in writing.

4. If any Force Majeure Event continuously impedes or prevents a Party's performance for a period longer than six (6) months from the date of commencement of such Force Majeure Event, the Parties shall decide through consultation either the terms upon which to continue the performance under this Project or to terminate it by mutual consent.

### **13. Article XIII: Default and Termination**

#### **1. Training Agency Event of Default:**

- For the purposes of this Leave & License Agreement, each of the following events or circumstances, to the extent not caused by a default of MTDC or Force Majeure Event, shall be considered, as events of default of the Training Agency (the "Training Agency Event of Default") which, if not remedied upon receipt of written notice from MTDC, shall provide MTDC the right to terminate this Leave & License Agreement in accordance with Article 13.4.1:
  - a. Any breach, including but not limited to the events specified hereunder by the Training Agency of its obligations under this Leave & License Agreement, and such breach if capable of being remedied, is not remedied within thirty (30) days of receipt of written notice, from MTDC specifying such breach and requiring the Training Agency to remedy the same;
  - b. A breach of any representation or warranty by the Training Agency which has a Material Adverse Effect on MTDC's ability to perform its obligations under this Leave & License Agreement and such breach, if capable of being remedied, is not remedied;
  - c. Suspension by the Training Agency of the performance of the obligations under this Leave & License Agreement for a period exceeding 30 (thirty) consecutive days (except during the subsistence of a Force Majeure Event);
  - d. Failure by the Training Agency to operate and maintain the Project Assets in accordance with the Applicable Laws or committing a default of its obligation;

- e. Failure of the Training Agency to maintain insurance(s) as required in terms of Article 09;
- f. The Training Agency is ordered to be wound up by a court; filing of a petition for voluntary winding up by the Training Agency; or levy of an execution or restraint on the Training Agency's assets; or appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of Training Agency by a court of competent jurisdiction;
- g. The Training Agency using or permitting or causing the use of the IISDA facility for purposes other than permissible purpose or (ii) in violation of any of the provisions relating to development of the Project as per the Leave & License Agreement ;
- h. The Training Agency doing or permitting to do any act, matter, Agreement or thing in violation of Applicable Law and/ or Applicable Permits;
- i. The Training Agency setting up an interest in the IISDA facility or any portion thereof (i) adverse to that of MTDC or (ii) a third person; or (iii) claiming an absolute interest in the IISDA facility or any portion thereof in itself;

2. Commits a breach of any of the provisions of the Leave & License Agreement

**3. MTDC Event of Default:**

- For the purposes of this Leave & License Agreement, each of the following events or circumstances, to the extent not caused by a default of the Training Agency or are not Force Majeure Events, may be considered, as events of default of MTDC (the "MTDC Event of Default"), which shall provide the Training Agency the right to terminate this Leave & License Agreement in accordance with Article 13.4:
  - a. failure to provide to the Training Agency the rights to the IISDA facility in accordance with this Leave & License Agreement;
  - b. a breach of any representation or warranty by MTDC, which has a Material Adverse Effect on the Training Agency's ability to perform its obligations under this Leave & License Agreement.

**4. Termination:**

- Upon occurrence of the Training Agency Event of Default or where the Training Agency / MTDC elects to terminate this Leave & License Agreement due to a Force Majeure Event it shall be lawful for MTDC, or the Training Agency to issue a Termination Notice with period of 45 days (notwithstanding the waiver of any previous cause or right of re-entry upon, the IISDA facility/ the building, structures and fixtures there upon / Project / Facilities) and upon service of the said Termination Notice to re-enter upon, take possession of the IISDA facility/ the buildings, structures and fixtures there upon / Project / Facilities and this right and everything herein contained shall cease and determine.
- All the rights, entitlements and interest of the Training Agency in this Project / Project Facility and of persons claiming through or under it, in and to the Facility , the buildings, structures and fixtures there upon, the Project, the Facilities, free and clear of any encumbrances created or suffered by the Training Agency or by the person's claiming through or under it, shall cease and determine and the Training Agency and the Persons claiming through or under it shall not be entitled to any payment or compensation whatsoever and shall forthwith vacate the IISDA facility and cease all the access of IISDA facility thereof to MTDC or its nominated agency. The remedies of all persons claiming through or under Training Agency shall lie only against the Training Agency. However, the Training Agency shall have the right to remove from the IISDA facility all moveable properties and assets belonging to the Training Agency.
- The employees and personnel of the Training Agency and persons claiming through or under it shall continue to be their respective employees and personnel and the transfer of the IISDA facility/ the buildings, structures and fixtures there upon / Project Facilities shall not in any manner affect their status as employees or personnel of the Training Agency and persons claiming through or under it and such employees and personnel shall have no claim to any type of employment or compensation on MTDC or its nominated agency.
- Provided that, notwithstanding anything contained herein to the contrary, MTDC may without prejudice to its right of re-entry as aforesaid, and in its absolute discretion, waive or condone breaches, temporarily or otherwise, or relieve against forfeiture, for reasons to be recorded in writing, on receipt of such amount and on such terms and conditions as may be determined by it and may also accept any payments hereby reserved which are in arrears together with applicable interest, if any thereon or as decided by MTDC.

**5. Notice of Termination:**

- Without prejudice to any other rights or remedies which the non-defaulting Party may have under this Leave & License Agreement, upon the occurrence of either a Training Agency Event of Default or a MTDC Event of Default, the defaulting Party shall be liable for the breach caused and consequences thereof and the non-defaulting Party shall have the right to issue a notice expressing its intention to terminate this Leave & License Agreement to the other Party (the “Notice of Intention to Terminate”). Upon the issuance of a Notice of Intention to Terminate, the defaulting Party shall have the right to rectify or cure the breach within Forty Five (45) days of receipt of such Notice of Intention to Terminate (the “Cure Period”). If the breach is not rectified by the defaulting Party within the Cure Period, the non-defaulting Party shall have the right to terminate this Leave & License Agreement by issuance of a termination notice (the “Termination Notice”). Notwithstanding anything contained in the Leave & License Agreement, the Training Agency cannot exercise the right to issue Notice of Intention to Terminate after expiry of one (1) year from the Effective Date.
- Without prejudice to anything to the contrary as contained in this Leave & License Agreement, upon the occurrence of a Payment Default or Payment Default(s) by the Training Agency in terms of Article no 7.4.1, MTDC shall have the right to terminate this Leave & License Agreement by issuance of a Termination Notice. Provided that in case of termination of the Leave & License Agreement, MTDC shall not be required to issue any prior notice expressing its intention to terminate the Leave & License Agreement and calling upon him to cure or rectify the Payment Default and the Training Agency hereby expressly waives his right, if any, to challenge the same on the ground of non-issuance of prior Notice of Intention to terminate in case of termination of this Leave & License Agreement on the ground of Payment Default.

**6. Termination Payment:**

- Termination of this Leave & License Agreement shall be without prejudice to any other right or remedies of Parties under this Leave & License Agreement. Upon Termination of the Leave & License Agreement in accordance with the provisions of this Agreement, the Termination Payment shall be calculated in the following manner:
  - a. Training Agency Event of Default before granting access of the Facility: Upon termination by MTDC on account of occurrences of a Training Agency Event of

Default prior to the access of the Facility, no termination payment shall be paid and MTDC shall forfeit the Bid Security. The Consideration so paid and bank guarantee if any given by the Training Agency as per the provisions of this Agreement, to MTDC shall be returned without interest to the Training Agency within thirty (30) days of realization of the Bid Security by MTDC.

- b. Training Agency Event of Default after granting access of the Facility: Upon Termination by MTDC on account of occurrence of a Training Agency Event of Default any time during the Term, no termination payment shall be payable to the Training Agency by MTDC and all the rights through this Agreement shall be terminated. Upon termination by MTDC on account of occurrence of the Training Agency Event of Default after granting access of the Facility, MTDC shall retain the Considerations, so received in cash or in the form of bank guarantee, and Performance Security given by the Training Agency as per the provision of this Agreement.
  - c. MTDC Event of Default before granting access of the Facility : Upon Termination of this Agreement by the Training Agency due to a MTDC Event of Default, the Training Agency shall be entitled to receive from MTDC the Bid Security, any other payments made (in case Performance Security and the Annual License Fee already paid) by the Training Agency to MTDC without interest provided there are no outstanding claims of MTDC on the Training Agency.
  - d. Termination due to Force Majeure Event: No compensation to be paid to the Training Agency upon Termination of this Agreement due to occurrence of any of the Force Majeure Event.
  - e. Termination after expiry of Term: In the event of expiry of Term of this Agreement, the Training Agency shall cease access to and discontinue use of the Project, Project Assets, and Project Facilities, and shall remove its personnel and belongings therefrom. All land, buildings, Project Assets, and Project Facilities shall at all times remain vested in and under the ownership and possession of MTDC free from encumbrances and encroachments and clear all dues in respect of this Agreement.
- Provided further, any amount which shall be required, as approved by the Executive Engineer, for restoration of the IISDA facility as its original condition, shall be borne by the

Training Agency at its own cost and MTDC has the authority to adjust the same amount from the Termination Payment, if any.

**14. Article XIV: Rights and Title over the Facility**

1. The Parties recognize and agree that nothing contained in this Leave & License Agreement, (in the event the same is executed), shall be construed to constitute a transfer of title in the Facility / Project/ Project Assets in favour of the Training Agency.
2. The Training Agency shall not, at any time during the Term, assert any ownership rights over the IISDA facility or the Assets developed thereupon. Notwithstanding anything contained in Article 3.1, it is clarified for abundant caution that the Training Agency shall only have rights under this Leave & License Agreement to enter, use, operate, and maintain the IISDA facility and the Assets thereon as per the scope of this Agreement. The Training Agency shall have no title or ownership to the land, built-up structures, or any other assets erected on the IISDA facility, and the rights granted under this Agreement shall not be capable of being converted into any ownership, freehold, or proprietary interest in the land, structures, or assets.

**15. Article XV: Vesting and Provisions**

1. Upon the expiry of the Term in terms of Article 11.1 or Termination in terms of Article 13, MTDC shall take over the possession of the Facility, Assets and Project Facilities and the Training Agency shall ensure that on the Transfer Date, the interest of Training Agency in:
  - a. all the Assets, Project Facilities, all records, and certification as existing, shall be vested in MTDC or its nominee, clear of any Encumbrances, if any, and with good title;
  - b. the rights and obligations of the Training Agency related to Assets and Project Facilities and other arrangements entered into in accordance with the provisions of this Leave & License Agreement between the Training Agency and any Users shall (in consideration of MTDC's assumption of the obligations under or pursuant to the contracts and other arrangements) be vested in MTDC or its nominee, clear of any Encumbrance and with good title; and,

The Training Agency will maintain an asset register, in a format and in such detail as to be mutually agreed upon, of all the Assets and Project Facilities created on the IISDA facility and as updated every 6 (six) months. MTDC shall have right but not be under any obligation to examine, inspect or audit / get audited the above registers from time to time. The copy of the aforesaid asset register will be provided by the Training Agency to MTDC 6 (six) month. 6 (months) prior to expiry of the Term, the Training Agency and MTDC shall conduct a joint survey of all the Assets as per the aforesaid asset register to ensure that the actions required by the Training Agency for compliance of this Article are initiated well in advance.

Notwithstanding anything contained hereinabove, prior to any transfer of the Assets, MTDC shall have the right to conduct a due diligence of the contracts and agreements, the rights and obligations of which it is assuming and shall not be bound to assume the rights and obligations of contracts that, in the sole opinion of MTDC, are unreasonably onerous, and would be considered onerous at the time that the contracts were entered into. In relation to all such contracts that are not transferred to MTDC, no third entity, including the counterparty of such contract shall have any right, interest, benefit, claim or demand against or over any Assets and such Assets shall be transferred to MTDC or its nominee, clear of any Encumbrance and with good title.

2. Furthermore, notwithstanding anything contained elsewhere in this Leave & License Agreement, no liability (accrued or contingent) of the Training Agency or relating to the Assets arising on account of actions or inactions prior to the access Date, shall be assumed or transferred to MTDC or its nominees. MTDC or its nominees shall only be liable for liabilities in relation to the Assets arising after the Access Date and during the period such Assets are made available for use to the Training Agency under this Agreement.
3. Without prejudice to the foregoing, the Training Agency agrees to indemnify and keep indemnified MTDC from and against all actions, proceedings, losses, Damages, liabilities, claims, costs and expenses, whatsoever which may be sustained or suffered by MTDC as a result of any actions or omissions of Training Agency prior to the transfer of the Assets.
4. The Training Agency shall ensure that all property, assets, rights and other items (constituting Assets and Project Facilities), which are vested in or transferred to MTDC shall be in good working order and in a good state of repair. For this purpose, the Parties shall

appoint an independent engineer to conduct an audit of the Assets and Project Facilities being transferred.

5. Expiry or termination of this Leave & License Agreement shall be without prejudice to all rights and obligations then having accrued to MTDC and / or Training Agency (or which may thereafter accrue in respect of any act or omission prior to such expiry or termination) and without prejudice to those provisions, which expressly provide for continuing obligations or which are required to give effect to such expiry or termination or the consequences of such expiry or termination.
6. The Parties' rights to terminate this Leave & License Agreement shall be limited to those expressly set out in this Leave & License Agreement.
7. Transfer costs and taxes, if applicable, for the transfer of the Assets consequent to termination of this Leave & License Agreement in the event of Default of the Training Agency, shall be borne by the Training Agency.

## **16. Article XVI: Dispute Resolution**

### **1. Disputes - Amicable Settlement:**

- The Parties shall use their respective reasonable endeavours to settle any dispute amicably. If a dispute is not resolved within thirty (30) days after written notice of a Dispute by one Party to the other Party then the provisions of Article 16.2 shall apply.

### **2. Disputes Resolution:**

- Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Leave & License Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably.
- The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Leave & License Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

**3. Dispute Resolution:**

- In the event of the dispute related any of the matters set out in this Agreement, including termination. The parties shall discuss in good faith to resolve the difference within 15 business days of the dispute being raised (or such longer period as the parties to the dispute may mutually agree to in writing). All such disputes that have not been satisfactorily resolve through discussion shall be referred to Managing Director, MTDC. All such disputes that have not been satisfactorily resolved within 60 days after referring to Managing Director, Maharashtra Tourism Development Corporation either party may seek appropriate legal remedies through the competent courts, as specified below.
- Any and all claims, disputes, controversies, or differences arising between the parties out of or in relation to or in connection with this Agreement or any breach thereof, which cannot be satisfactorily settled through correspondence, mutual conference, or amicable settlement, shall be determined and judge by the competent courts of law.
- All legal proceedings, if necessity arises to institute, by any of the parties shall have to be lodged in courts situated in Mumbai and no elsewhere. This agreement will be deemed to have been made in Mumbai only.
- This Leave & License Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the submission of the dispute, difference, controversy, claim to court and thereafter until the final Judgement of the Hon'ble Court in any court proceedings hereunder, the Parties shall continue to perform all of their obligations under this Leave & License Agreement, without prejudice to a final adjustment in accordance with such a decision and except for any obligation of MTDC, which shall automatically cease and come to an end upon the expiry or Termination of the Leave & License Agreement. Further, this Leave & License Agreement shall remain subsisting and operative during the pendency of such dispute etc. and no payment due and payable to either Party shall be withheld except the payment in dispute, if any.
- This Article 16 shall survive the termination or expiry of this Leave & License Agreement.
- The Training Agency and MTDC agree that an Award may be enforced against the Training Agency and / or MTDC, as the case may be, and their respective assets wherever situated.

**17. Article XVII: Liability and Indemnification**

**1. Liability in respect of the Project:**

- The Training Agency shall be solely responsible for the construction, operation and management of the Project and shall have the overall responsibility and liability with respect to the Project and all Assets and Project Facilities located upon the Facility. In no event shall MTDC have any liability or be subject to any claim for the Damages arising out of the design, development, financing, construction, operation, maintenance or management of the Project and the Assets and Project Facilities located upon the Facility.

**2. General Indemnity:**

- The Training Agency hereby indemnifies and agrees and undertakes that from the Effective Date and during the Term and thereafter, it shall keep indemnified and otherwise saved and harmless, MTDC, its agents and employees, its consultants from and against any and all claims, demands made against and / or loss caused and / or the Damages suffered and / or cost, charges / expenses incurred or put to and / or penalty levied and / or any claim due to injury to or death of any person and / or loss or damage caused or suffered to property owned or belonging to MTDC, its agents and employees or third party as a result of any acts, deeds or thing done or omitted to be done by Training Agency or as a result of failure on the part of Training Agency to perform any of its obligations under this Leave & License Agreement or on the Training Agency committing breach of any of the terms and conditions of this Leave & License Agreement or on the failure of the Training Agency to perform any of its statutory duty and / or obligations or failure or negligence on the part of Training Agency to comply with any statutory provisions or as a consequence of any notice, show cause notice, action, suit or proceedings, given, initiated, filed or commenced by any third party or Government Authority or as a result of any failure or negligence or default of Training Agency and / or invitees and / or the Users as the case may be, in connection with or arising out of this Leave & License Agreement and / or arising out of or in connection with Training Agency's use and occupation of the IISDA facility and / or Assets located thereon or due to the non-performance by the Training Agency of any of its obligations under the Leave & License Agreement to sub-license including but not limited to the obligation pertaining to the timely completion of the Project and delivery of the residential spaces in the Assets.

- The Training Agency hereby indemnifies and agrees and undertakes that it shall, at all times, defend and hold MTDC, and the Lenders, acting through the Lenders' Representative, harmless against from and against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgments, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising, for personal injury, for damage to or loss of any property and any third party liability, including reasonable attorneys' fees, actually incurred or suffered by the Indemnified Party, arising out of or in any way connected with (a) any breach, negligence, default, omission, violation, infringement etc., as the case may be, by the Training Agency or Persons claiming through or under it of the Training Agency's representations and warranties herein; obligations contained herein or the terms and conditions hereof; any intellectual property right of any Person; (b) failure of the Training Agency or Persons claiming through or under it to comply with any law or Applicable Permit or pay taxes or make contractual or other payments due and payable to any Person; (c) the employment, sickness, injury or death of any Person employed directly or indirectly by the Training Agency or Persons claiming through or under it; (d) personal injury and for damage to or loss of any property arising out of or in any way connected with the Training Agency's performance under this Agreement, except to the extent that such injury, damage on loss is attributable to a negligent or wilful act or omission of the party seeking to be indemnified; or (e) as provided elsewhere in this Agreement.
- MTDC hereby indemnifies and agrees and undertakes that it shall, at all times, defend and hold the Training Agency harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of MTDC to fulfil any of its obligations under this Leave & License Agreement materially and adversely affecting the performance of the Training Agency's obligations under the Leave & License Agreement or this Leave & License Agreement other than any loss, damage, cost and expenses, arising out of acts done in discharge of their lawful functions by MTDC, its officers, officers, employees, agents, advisors, consultants, authorized representatives.

**3. Notice and contest of claims / demands:**

- In the event that any Party hereto receives a claims or demands from a third party in respect of which it is entitled to the benefit of an indemnity under Article 17.2 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within fifteen

(15) days of receipt of the claim and / or shall not settle or pay the claim / demand without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and at its (Indemnifying Party's) risk, costs and expense. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

- Furthermore, the Indemnified Party shall make available to the Indemnifying Party, a copy of the third-party claim or demand and give the Indemnifying Party the opportunity to defend the Indemnified Party against such claim, employing their own counsel at their sole costs, expense and risk. The Indemnifying Party, at its own cost, shall have the right to defend the claim by all appropriate proceedings and shall have the sole right to direct and control such defence. In particular, without limitation, the Indemnifying Party may (i) participate in and direct all negotiations and correspondence with the third party; (ii) appoint and instruct counsel acting, if necessary, in the name of the Indemnified Party (with all costs and expenses to be borne by the Indemnifying Party); and (iii) require that the claim be litigated or settled in accordance with the instructions of the Indemnifying Party. The Indemnifying Party shall conduct such proceedings in good faith and take into account the interest of the Indemnified Party. As long as the Indemnifying Party is defending a claim, the Indemnified Party shall provide or cause to be provided, the Indemnifying Party or its representatives, any information reasonably requested by and / or them relating to such claim, and the Indemnified Party shall otherwise cooperate with the Indemnifying Party and its representatives in good faith in order to contest effectively such claim. The Indemnifying Party shall inform the Indemnified Party in writing without undue delay of all developments and events relating to such claim.
- Notwithstanding anything to the contrary contained in this Leave & License Agreement, in no event shall any Party, its officers, employees or agents be liable to indemnify the other Party for any matter arising out of or in connection with this Leave & License Agreement in respect of any indirect or consequential loss, including loss of profit, suffered by such other Party.
- Notwithstanding anything to the contrary contained in this Leave & License Agreement, the Training Agency shall indemnify and hold harmless MTDC, from and against all claims,

demands made against and / or loss caused and / or the Damages suffered and / or cost, charges / expenses incurred or put to and / or penalty levied and / or any claim pursuant to the non-performance by the Training Agency of any of its obligations under this Leave & License Agreement.

**18. Article XVIII: Miscellaneous**

**1. Assignment**

- By Training Agency - Save and except otherwise permitted by this Leave & License Agreement, Training Agency shall not assign, transfer, mortgage, charge, sub-let, deal with, or otherwise grant rights in or over all or any of the rights, or all or any of its obligations or liabilities under this Leave & License Agreement.
- By MTDC - MTDC shall have the unilateral right to assign, transfer, mortgage, charge, sub-let, deal with, or otherwise grant rights in or over all or any of the rights, or all or any of its obligations or liabilities under this Leave & License Agreement to any entity.

**2. Entire Agreement**

- This Leave & License Agreement along with terms and conditions of the RFP Document together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by MTDC and executed by the authorised person of MTDC in this behalf.
- Wherever there is discrepancy between this Leave & License Agreement clause and terms and conditions of the RFP Document, the terms and conditions of the Leave & License Agreement will prevail over clauses of this RFP Document.
- This Leave & License Agreement, Schedules, Annexure and RFP documents together constitute a complete and exclusive understanding of the terms of the Leave & License Agreement between the Parties on the subject hereof.

**3. Amendment**

- Any amendment or waiver of any provision of this Leave & License Agreement, or consent to any departure by any of the Parties there from, shall be effective only when the same shall

be in writing and signed by the Parties hereto and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

#### **4. Waiver and Remedies**

- Any term or condition of the Leave & License Agreement may be waived at any time by the Party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such Party. A waiver on occasion will not be deemed to be waiver of the same or any breach or non-fulfilment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation of the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and / or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that it may otherwise have, in law or in equity. However, the waiver by any Party of any breach of the Leave & License Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of the Leave & License Agreement, nor shall such waiver be deemed to be or construed as a waiver by any other Party.
- No forbearance, indulgence or relaxation or inaction by any Party hereto at any time to require performance of any of the provisions of the Leave & License Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver or acquiescence by any Party hereto of any breach of any of the provisions of the Leave & License Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of the Leave & License Agreement, or acquiescence to or recognition of any right under or arising out of the Leave & License Agreement, or acquiescence to or recognition of rights and / or position other than as expressly stipulated in the Leave & License Agreement.
- That the failure of either Party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.

#### **5. Severance of Terms**

- If for any reasons whatsoever, any provisions of this Leave & License Agreement are declared to be void, invalid, unenforceable or illegal by any competent court of competent jurisdiction, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Leave & License Agreement, which shall continue in full force and effect and in such event, the Parties shall endeavour in good faith to forthwith agree upon a legally enforceable substitute provision as will most closely correspond to the legal and economic contents of the unenforceable provision.

**6. Survival**

- The Termination of this Agreement:
  - a. shall not relieve the Training Agency or MTDC of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
  - b. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

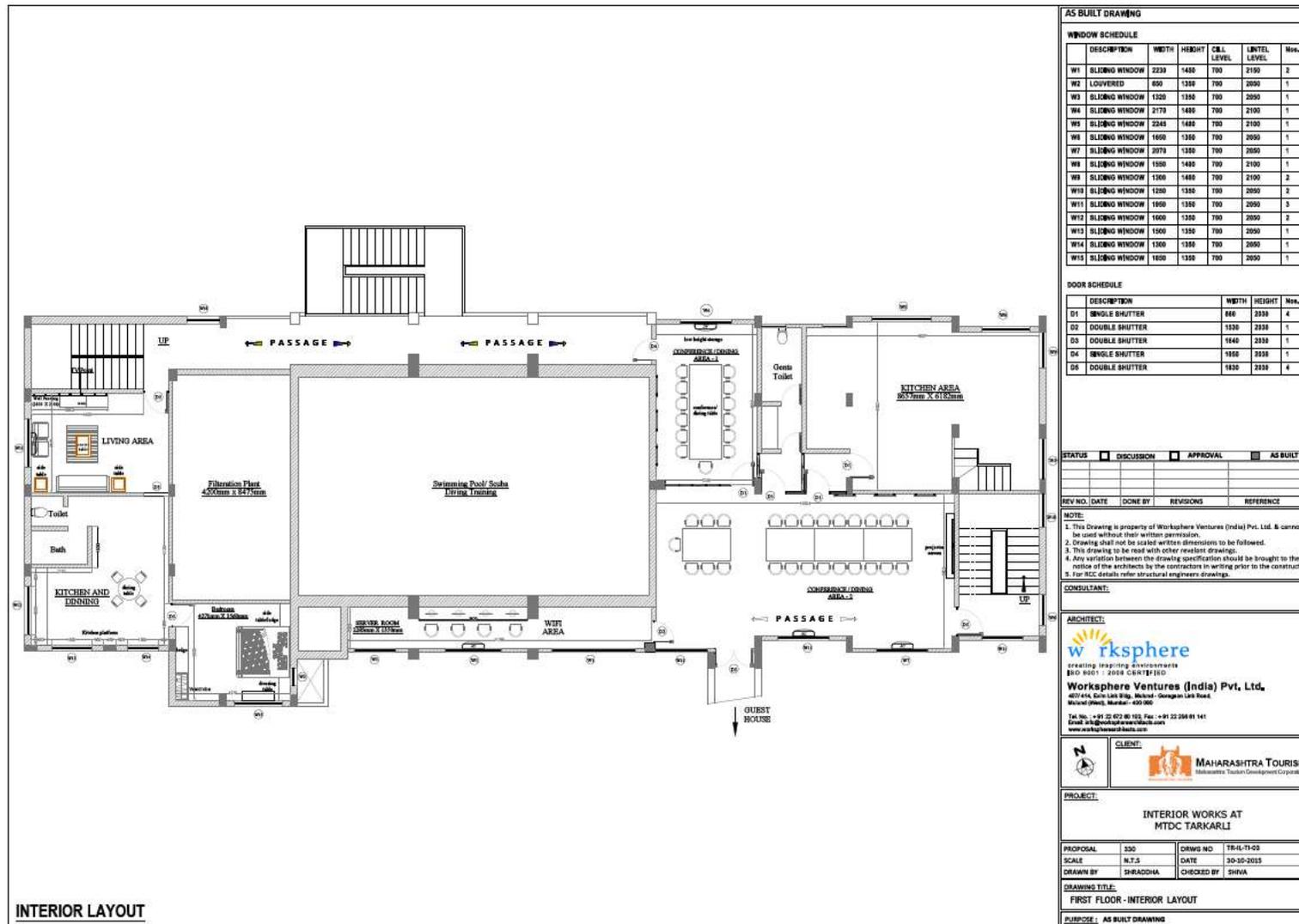
## **Annexure B1- IISDA Scuba Equipment**

<b>Sr. No</b>	<b>Name of Items</b>	<b>Total (Good Condition)</b>
1	BCD (2023)	2
2	BCD (2025)	7
3	REGULATOR(2025)	7
4	FULLWETSUIT (2022)	2
5	Shorty WET SUIT 2025	25
6	BOOTIES 24	20
7	FINS 2022	1
8	FINS 2025	10
9	MASK 2024	5
10	Mask 2025	10
11	POWER MASK	8
12	Snorkle 2025	20
13	MARKERBUOYA (NEW)	5
14	WEIGHT BELT (OLD)	20
15	WEIGHT BELT (NEW)	12
16	WEIGHT	50
17	BCD HANGERS	50
18	SPOOL REEL	10
19	CYLINDER BOOT(NEW/OLD)	44
20	CYLINDER 12LTR (OLD)	8
21	CYLINDER 12LTR (NEW)	40
22	DUAL BATTERY CHARGER	2
23	JAWS FLEX CLAMP	2
24	HEADSTRAP +QUICK CLIP	2
25	WRIST HOUSING	1
26	POHTO PRO AP903L MINIMONO PAD	2
27	NIKON 18-55 MM LENS	1
28	3MM NEOPREN HOOD	17
29	DIVE KNIEF	15
30	DIVETORCH BIG	15
31	UW LIFT BAG	9
32	DIVE BUOYAS	8
33	MARINE GPS	3
34	5MM BOOTS	10
35	ULTRASONIC TANK	2
36	NEOPREN MASK STRAPS	50
37	ANTIFOG GEL	0
38	SCUBA TANK KVALVE	40
39	AIRPERSSURE CHECKKER	2
40	TANK BANGER	19

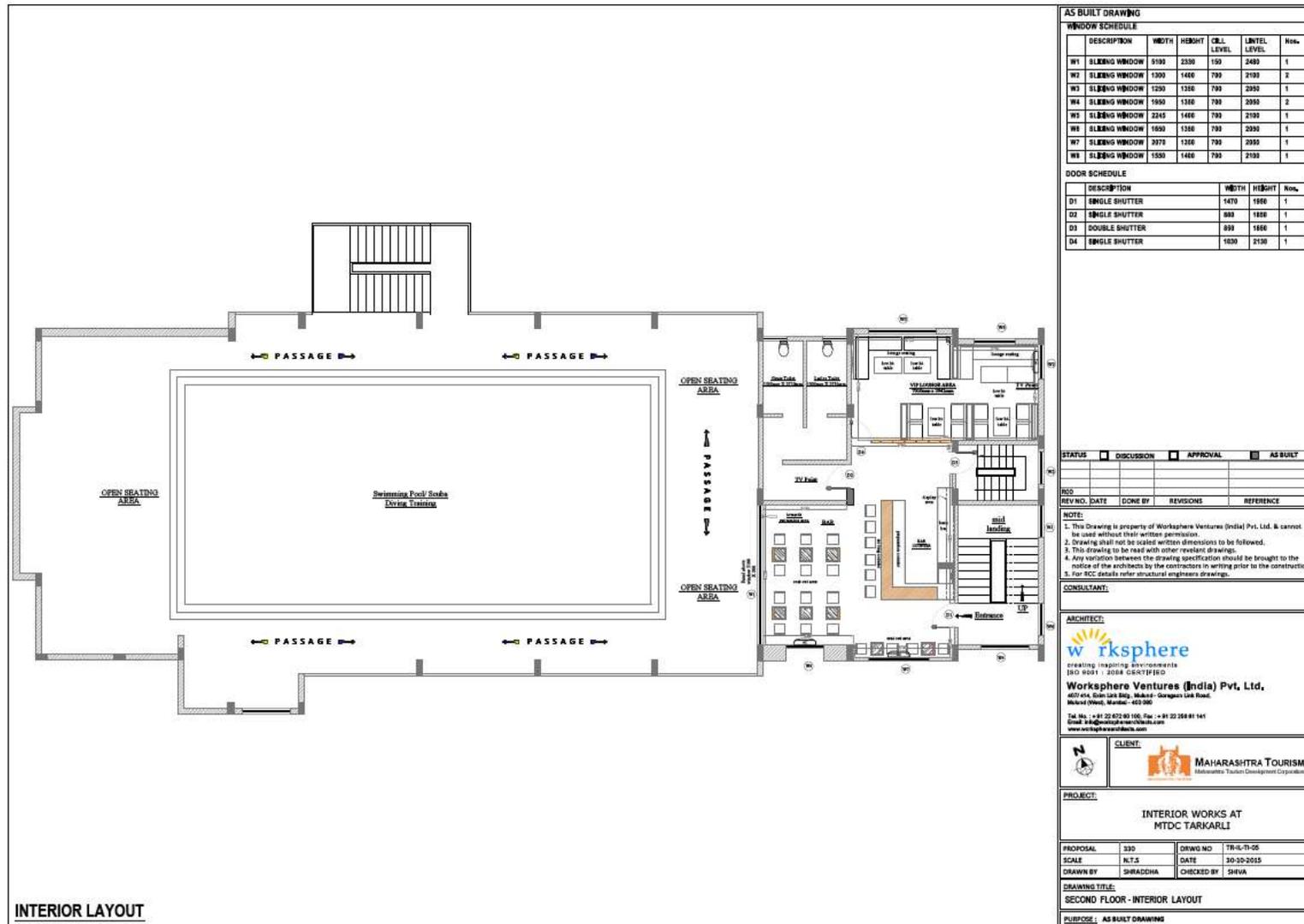
**Appointment of Agency for Training in the Safety and rescue of Water and Land-Based Sports and Adventure Tourism at IISDA**

41	PERSKIPTION MASK	8
42	SCUBA GLOVES	18
43	MESH BAG	25
44	UNDERWATER SLATE	10
45	SCUBAPRO REPAIR KIT	3
46	SEAC REPAIR KIT	3
47	DEPTH FINDER	4
48	METAL DETECTOR	1
49	GOPRO 12 CAMERA	1
50	Dive Boat	1
51	BAGVATI HIGHT SPEED BOAT( NO-BRD-IV-01540)	1
52	SANMESHWARI HIGH SPEED BOAT ( NO-BRD-IV-01477)	1
53	KORJAI HIGH SPEED BOAT ( NO-BRD-IV-01309)	1
	<b>Total</b>	<b>633</b>

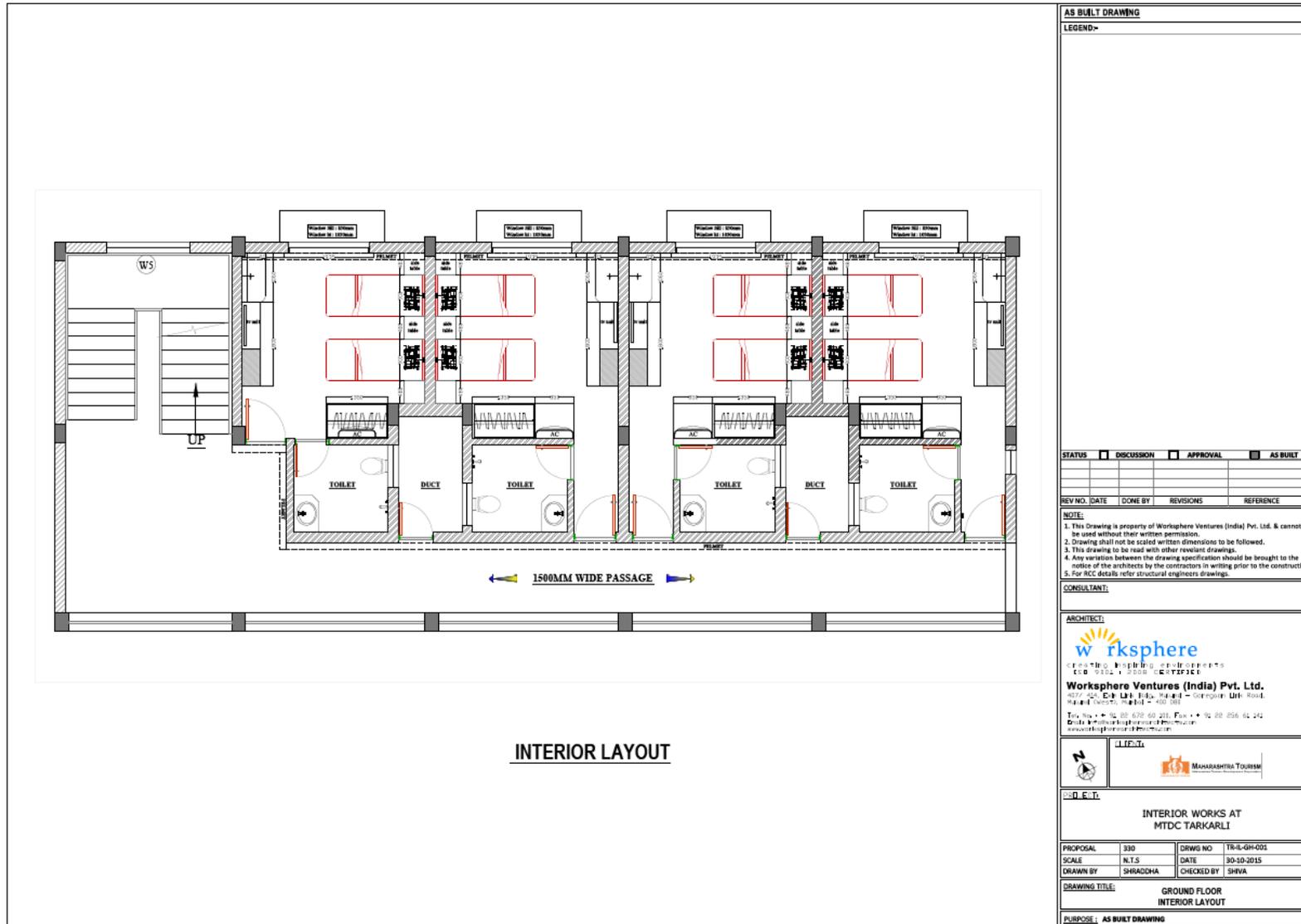




IISDA TRAINING BUILDING – FIRST FLOOR PLAN



IISDA TRAINING BUILDING – SECOND FLOOR PLAN



**AS BUILT DRAWING**

**LEGEND:-**

**STATUS**  DISCUSSION  APPROVAL  AS BUILT

REV NO.	DATE	DONE BY	REVISIONS	REFERENCE

**NOTE:**

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- Drawing shall not be scaled written dimensions to be followed.
- This drawing to be read with other relevant drawings.
- Any variation between the drawing specification should be brought to the notice of the architect by the contractors in writing prior to the construction.
- For RCC details refer structural engineers drawings.

**CONSULTANT:**

**ARCHITECT:**

**worksphere**  
 creating inspiring environments  
 C/O PUNE VENTURE DEVELOPMENTS  
**Workspere Ventures (India) Pvt. Ltd.**  
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 Mahatma Nagar, 4th Stage - 4th Cross  
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 E-mail: [workspere@workspereventures.com](mailto:workspere@workspereventures.com)  
[www.workspereventures.com](http://www.workspereventures.com)

**J.I.E.T.**

**MAHARASHTRA TOURISM**

**PROJECT:**

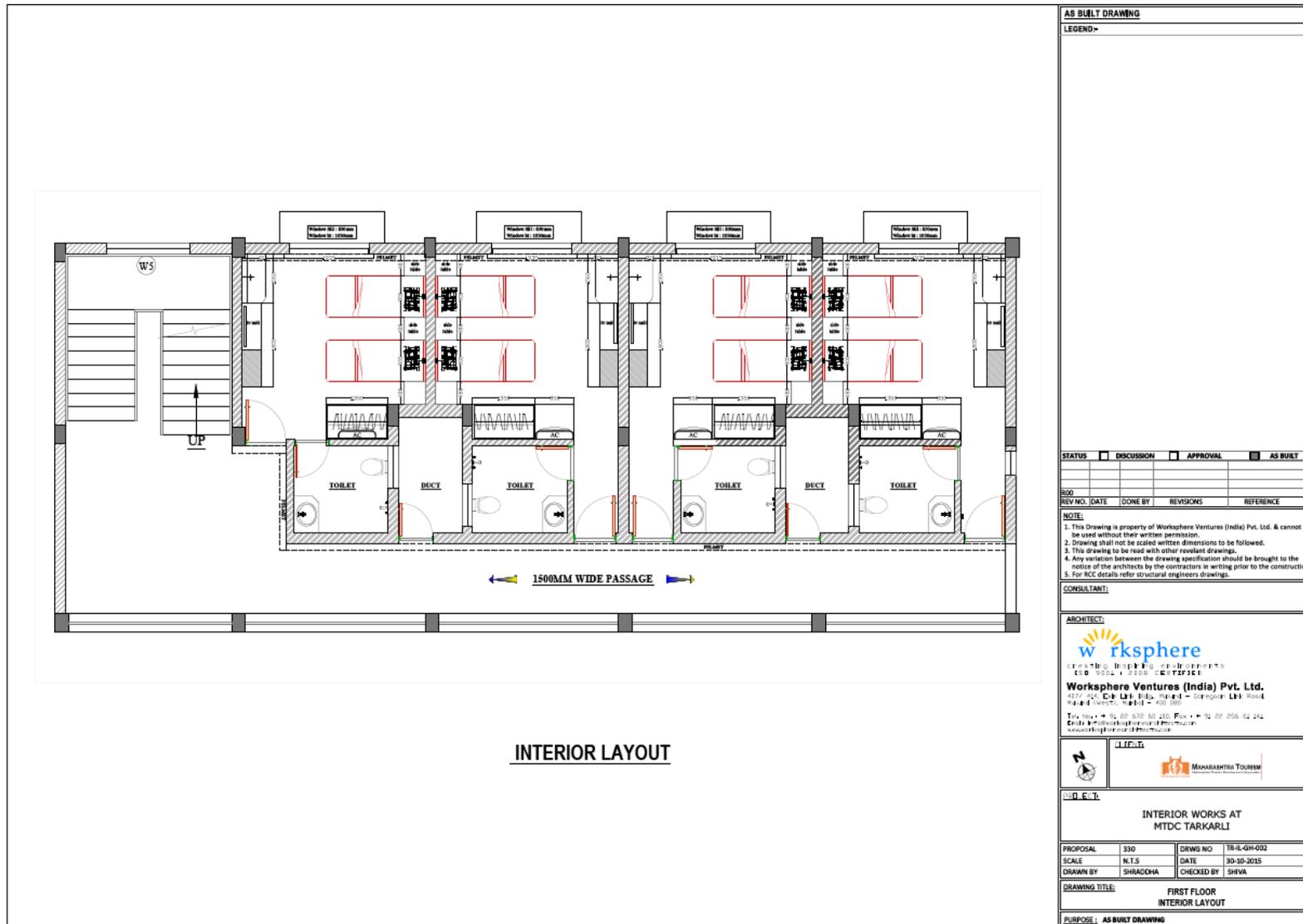
**INTERIOR WORKS AT  
MTDC TARKarli**

PROPOSAL	330	DRWG NO	TR-4-GH-001
SCALE	N.T.S	DATE	30-10-2015
DRAWN BY	SHRADDDHA	CHECKED BY	SHIVA

**DRAWING TITLE:** GROUND FLOOR  
INTERIOR LAYOUT

**PURPOSE:** AS BUILT DRAWING

ACCOMODATION BUILDING – GROUND FLOOR PLAN



**AS BUILT DRAWING**

**LEGEND->**

STATUS	<input type="checkbox"/> DISCUSSION	<input type="checkbox"/> APPROVAL	<input checked="" type="checkbox"/> AS BUILT
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REV	REV NO.	DATE	DONE BY	REVISIONS	REFERENCE

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- For RCC details refer structural engineers drawings.

**CONSULTANT:**

**ARCHITECT:**

**workspere**  
 creating bright & green environments  
 E.O. WORKS IN GREEN CERTIFICATE

**Workspere Ventures (India) Pvt. Ltd.**  
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**J.I.E.T.**

**MAHARASHTRA TOURISM**

**INTERIOR WORKS AT  
 MTDC TARKARLI**

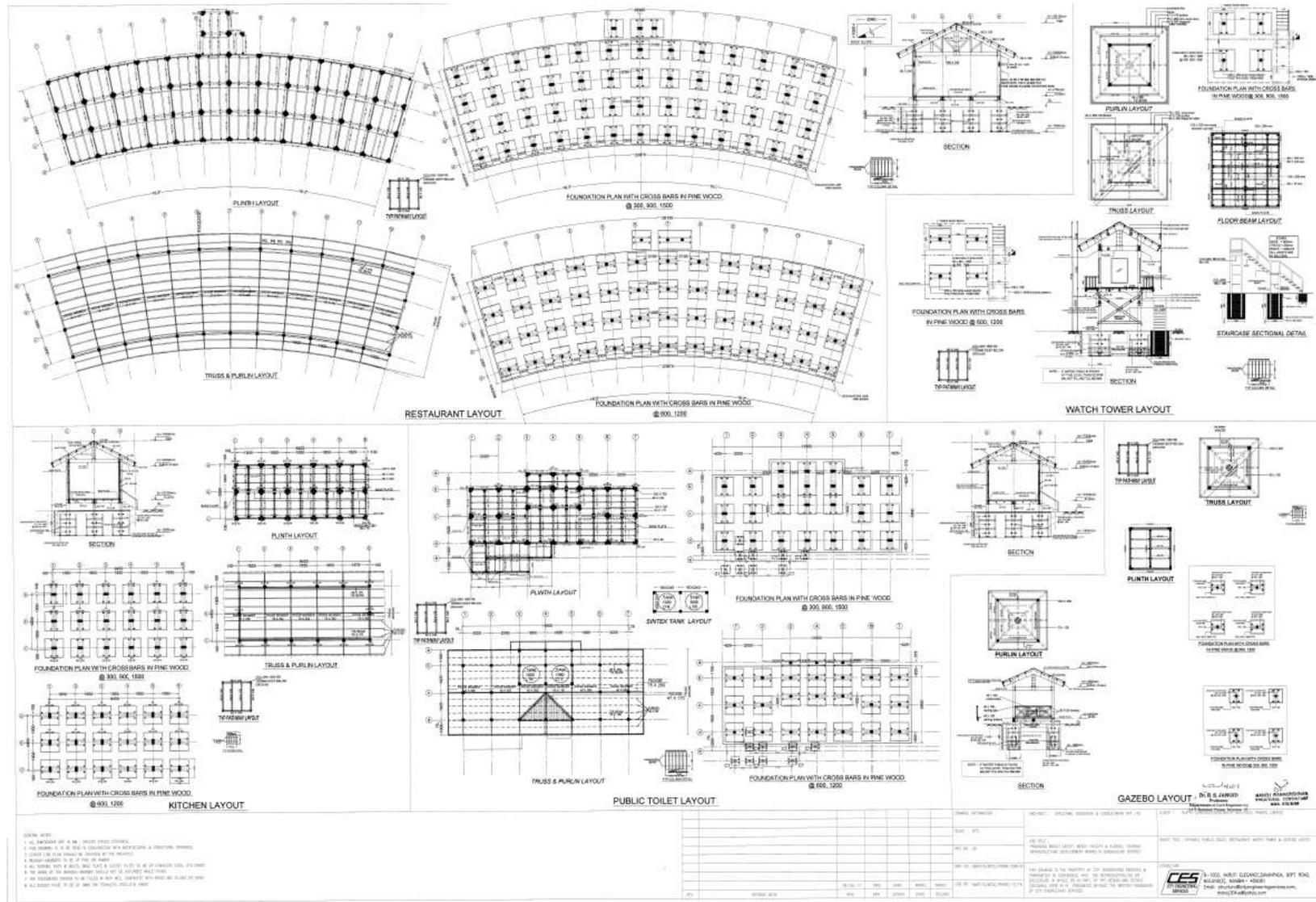
PROPOSAL	330	DRAWING NO.	TR-IL-GH-002
SCALE	N.T.S	DATE	30-10-2015
DRAWN BY	SHRADDDHA	CHECKED BY	SHIVA

**DRAWING TITLE:** FIRST FLOOR INTERIOR LAYOUT

**PURPOSE:** AS BUILT DRAWING

ACCOMODATION BUILDING – FIRST FLOOR PLAN





WOODEN STRUCTURES – RESTAURANT, KITCHEN, TOILETS, GAZBOS, WATCH TOWER