



E-AUCTION NOTICE

E-Bids are invited for licensing out Water Sports activities (Jet Ski/Scooter, Sofa Ride & Banana Ride) at Tikkar Taal Tourist Complex, Morni of Haryana Tourism Corporation Ltd. The e-auction will be held on **23.12.2024** from 11:00am to 4:00pm. Last date for submission of documents is **18.12.2024** till 11:00 am.. For enquiry please contact DDO of Tikkar Taal Tourist Complex, Morni (Sh. Ashwani Sharma, M. No. 9779100579). E-Auction documents alongwith details of activity is available at the website of HTC i.e. www.haryanaturism.gov.in as well as on NIC portal <http://eauction.gov.in> for online participation. Managing Director, HTC reserves the right to accept or reject any or all bids without assigning any reasons.

ISSUED BY
MANAGING DIRECTOR

ONLINE AUCTION NOTICE

Haryana Tourism Corporation Limited
(a state government undertaking)
CIN 45202CH1974SGC003437
S.C.O. No. 17-18-19 ,Sector-17-B, Chandigarh-160017
Ph.: -0172-2702955, 0172-2702956, 0172-2702957. Fax No.: -2702783
e-mail:- haryanaturism@gmail.com , Website:-www.haryanaturism.gov.in
e-Auction Portal (<https://eauction.gov.in>)

Haryana Tourism Corporation intends to license out Water Sports Activity (Jet Ski/Scooter, Sofa Ride & Banana Ride) at Tikkar Taal Tourist Complex, Morni of Haryana Tourism Corporation on “as is where is basis” as per detail below through online Auction hosted on NIC e-auction portal i.e. (<https://eauction.gov.in>).

Sr. No.	Particulars	Remarks
1.	AUCTION NOTICE No.	41/2024
2.	Offline Submission of e-Service Fee / processing Fee Initially Bidder has to deposit e-Service Fees of Rs.1180/- (Non Refundable).	The interested bidder shall have to deposit e-Service Fees of Rs. 1000/- @18% GST= Rs.1180/- (Non Refundable) through offline Mode in the shape of Demand Draft in favour of “SOCIETY FOR IT INITIATIVE FUND FOR E-GOVERNANCE” Payable at Chandigarh. (i)The Demand Draft is to be submitted to the concerned DDO of the complex and copy of the same be also uploaded on the e-auction portal on or before 11.00 AM on 18.12.2024.
3.	Participation Fees i.e. Earnest Money Deposit	The interested bidder shall have to deposit Rs.4,00,000/- EMD (Refundable) through offline Mode in the shape of Demand Draft in favor of “HARYANA TOURISM CORPORATION LTD.” Payable at Chandigarh The Demand Draft is to be submitted to the DDO of the concerned complex and copy of the same will also be uploaded on the e-auction portal on or before 11.00 AM on 18.12.2024
4.	Date of Start of Online Auction	On 23.12.2024 from 11:00 AM
5.	Date of Close of Online Auction	On 23.12.2024 till 04:00 PM

IMPORTANT NOTE(S):-

- (1) To participate in the Online Auction, the bidders are required to obtain Digital Signature Certificate (DSC). Bidders can participate by sign-up online (create user account) on NIC e-Auction Portal i.e. (<https://eauction.gov.in>).
- (2) The bidder will have to deposit the Demand Draft and documents as required for eligibility criteria on or before 18.12.2024 by 11:00 A.M for participation as well as EMD to the

concerned DDO of the complex and also will have to upload the copy of the same on the e-auction portal. Documents will be verified by the technical evaluation committee.

- (3) If a bidder successfully quotes within 5 minutes before the close of the auction, the closing time will be increased by 10 minutes automatically for other bidders to respond and so on.

The detail of Water Sports Activities at Tikkar Taal Tourist Complex, Morni is as under:-

S.No	Particular	Period	Reserve Price	EMD/ Participation Fee	Increment value	Bank Guarantee
1	Water Sports Activities at Tikkar Taal Tourist Complex, Morni (Jet ski/scooter, Sofa Ride, Banana Ride)	For period of 03 years from the date of issue of LOI.	90,00,000/- + GST	Rs.4,00,000/-	40,000/-	10% of total license fee valid upto the contract period.

Note: No bid below the reserve price will be accepted.

I. GENERAL INFORMATION TO BIDDERS

- The Bidders can download the e-Auction documents from the Portal: (<https://eauction.gov.in>).
- The intending bidders before participation in the Online Auction/ bidding process will be required to create their user id and password at i.e. (<https://eauction.gov.in>) step's to create user id and password steps:-
 - Go to Firefox update.150 version (46.0.1) and also update Java version 151 or 161 (32bit).
 - Go to Online Bidder Enrollment link at eauction.gov.in
 - Fill all the required information at online bidder enrollment page.
 - After successfully creation of user id and password intending bidder required to login in eauction.gov.in
 - Link Digital Signature Certificate(D.S.C) with indenting bidder's account at eauction.gov.in
 - After Successful completion of above said point's bidder will able to go at their home page screen at eauction.gov.in and then bidder can participated in intending auction.
- To be eligible to participate in the Online Auction. He/She will be required to make offline payment of e-Service Fee & Participation Fees as per details provided in table at point no. 2 & 3 The intended bidder who fails to pay e-Service Fee & Participation Fees under the stipulated time frame shall be restricted to participate in Online Auction.
- The Participation Fees / Earnest Money Deposit (EMD) i.e in the shape of DD is to be submitted by the bidders only through offline mode.
NOTE:- If the Online Auction for same are cancelled or recalled on any grounds, the e-Service fee of Rs. 1000/-@18% GST=1180/- (Rupees One Thousand One Hundred Eighty only) (Non Refundable) will not be refunded to the bidder(s).
- Any person legally competent to enter into a contract will be eligible to participate in the auction.
- No bid shall be accepted in the name of any other person(s) unless the name of all the persons making the bid is given specifying their individual share and the person making bid produces a valid legal power of attorney authorizing him to bid on their behalf and also copy of Pan Card of the applicant.

7. In the case of bid on behalf of a firm or company or an association etc., the bidder shall furnish the certified copies of Board Resolution/ Authorization in favour of the person making the bid along with the certified copy of Memorandum of Association/ Articles of Association of Company, partnership Deed, HUF etc as the case may be and that the bidder has the authority to bid and enter into an agreement.

II. ELIGIBILITY CRITERIA FOR PARTICIPATION:

- (1) **Registered Entity:** Bidder should have registered Company/ Sole Proprietorship/ Firm/ Pvt. Ltd. Company/LLP.
- (2) **Technical Capacity:** Agency must have minimum experience of 03 years of operating Water Sport Activities since the last 05 years i.e. 2019-20 to 2023-24. Agency need to submit experience certificate in terms of work order along with successful completion certificate issued by the Government/Private agency on their letter head.
- (3) **Financial Capacity:** The Agency Should have Average Annual Turnover from Water Sports activity of 30 lakh in Last 3 financial years(FY: 21-22,22-23, 23-24) years and should be duly certified by the Chattered Accountant.
- (4) **Technical Manpower Capacity :** Agency should deploy the following technical manpower on the project site for successful operations of activities:
 - a. 3 nos. of Jet Ski/Scooter, Sofa & Banana Ride driver having at least 02 years of experience of driving in activity concerned. Valid license issued by Central / State Government/ Competent authority is required. Attached the experience certificate issued by employer is required.
 - b. 2 nos. Swimmer/Rescuer with at least 2 years of experience in activity concerned. Valid license issued by Central / State Government/ Competent authority is required. Attached the experience certificate issued by employer is required.

Agency have to ensure that the technical manpower as per above mentioned criteria should be employed with them at the time of signing of the agreement.

- (5) **Equipment Capacity:** The Agency shall have 02 nos. of Jet Ski/scooter, 01 nos. of Sofa Ride, 02 nos. of Banana Ride for operation.
 - a. Equipment should not be older than 3 years from the date of award of contract.
 - b. Equipment should be branded i.e from reputed and certified brand as per the guideline issued by central and state government.
 - c. Safety points / features like Life Jackets should be of good quality / as per standard.

III. IMPORTANT NOTES

- The licensee will be fully responsible for consequences of any mishappening or untoward incident taking place during the riding activity.
- The rates for the rides of Jet Sky/ Sofa ride / Banana ride will be got approved from the Managing Director of Haryana Tourism Corporation Ltd.
- The Agency/ Licensee shall report all the incident/ accident immediately to the District Administration and other related Departments. The Agency shall be solely responsible for all statutory approvals like all NOC's from the Centre/ State Government.
- The Agency shall ensure the third party insurance for the passenger as per the carrying capacity of the Ride / equipment to the extent of at least Rs. 10,00,000/- lakh per passenger.
- The acceptance of the highest bid would be subject to the final approval of the

Managing Director/HTC, who may accept or reject any bid without assigning any reasons thereof.

- The Agency shall provide Medical & First Aid Facility for the passengers etc. in case of any accident at site or otherwise.
- The Agency / Licensee shall furnish an affidavit stating that he or his company / firm/ entity has not been blacklisted by any authority/ organization or any reasons whatsoever.

IV- General Terms and conditions

Post Selection:

1. The selected Agency will be required to show relevant proof of acquiring necessary equipment as per the proposed concept and should have necessary technical manpower at the time of signing an agreement. The selected agency shall use equipment of good quality/ standard / norms fixed by Central / State Government.
2. The required land at the place of operation for the equipment and the tourist's facility, if any will be provided by the Licensor. This land will be given only for the storage of equipment and for the tourist's facility, if any and not for any other commercial purposes.
3. The Inspection of the equipment's will be done by the approved Technical Committee of Haryana Tourism Corporation / Sports Department.
4. The Agency will operate only in the area demarcated/ earmarked area and within visual range specified by DDO of the Complex of Haryana Tourism Corporation.
5. The successful bidder will have to purchase the stamp papers of requisite value in his/her name to execute the License Agreement containing the prescribed terms and conditions and would get it registered from the registration authorities. The Stamp Duty and registration fee charges will be borne by the successful bidder
6. Bank Guarantee of 10% of total license fee quoted by the bidder to be submitted after issuance of LOI, which remain valid upto the contract period.

During Execution:

1. The selected Agency will have to follow the acts, norms and guidelines laid down by the state government and central government for operations, cleanliness, insurance and safety. The cleanliness and safety at the premises will be the responsibility of the bidder.
2. For Agency shall make available all life saving equipments, fire-fighting appliances, communication, rescue tubes and other equipments on the vessels duly certified by the competent authority viz. Indian Registrar of shipping/National Institute of water sports/ Registering authority etc.
3. The agency have to maintain record log book for water sports activities which shall be used for the purpose of inspection, repair and safety measures to be undertaken by the inspection team. The agency will have to display the carrying capacity of each Ride (Jet Ski/Scooter, Sofa Ride, Banana Ride) recommended by the technical official / department.
4. The selected Agency will have to follow all the safety measure guidelines, acts, rules, norms laid down by the central government and State government.
5. All sanctions, permissions, no objections, letters of intent, consent, licenses, clearance, approvals etc. shall be obtained by the selected bidder / Agency at his cost and such document shall be kept effective and in force at all material times throughout the operation period and due updating needs to be done subject to any expiries or changes in procedure/law.
6. The selected Agency shall make adequate and satisfactory arrangement for the removal of waste of garbage and shall be responsible for the disposal of waste bags accumulated either nearby office area or within designated area as per the applicable norms of respective Authority.
7. The Authority will not be vicariously liable for any act of the selected agency and

- the selected Agency shall alone be liable for violation of any law.
8. Haryana Tourism Corporation or State Government shall not be liable for any claim on account of any mishap during the Operation of activities. It would be the sole responsibility of the Bidder to prevent any damage to the property, human life or any other liability.
 9. Bidder to close the daily operation as per scheduled opening and closing time prescribed by the technical committee. Timing for summer & winter operation shall be decided by the committee separately.
 10. The licensee will ensure that the tourist should wear safety jackets before boarding the Jet Sky/ Sofa ride / Banana ride and no one will be allowed without safety jackets.
 11. The Agency will provide rescue ride for the area of operation.

Payment of License Fee:

1. The selected agency will have to pay license fee in advance on quarterly basis through RTGS / NEFT etc. and submit the receipt to the concerned officer, as per the terms of license agreement. In case of default / delay in timely deposit of installment, penal interest @2% per day on the license fee due will be applicable upto 15 days. Beyond 15 days, the penal interest will be charged @3% per day on the due amount upto next 15 days. The maximum period of default should not exceed 30 days. If the selected agency fails to deposit the due license fee within period of 30days, authority has the right to cancel the allotment letter without any intimation to the selected agency and his bank guarantee will be forfeited and possession along with its belongings such as equipments etc. will be taken over by the competent authority of HTC.
2. The Agency should preferably use Computerized POS/E-ticketing machines or other non-cash methods for ticketing.
3. The Agency should install swipe Machines/QR Codes for collecting the payment.
4. The Agency will have to set up technological equipment or other means as stated by the Authority, at its own cost, in view of monitoring revenue collections.

Operational Conditions:

- **Non-exclusivity:** The selected bidder is not assured of any exclusivity at any point in time over the entire duration of the agreement. However, if any other Agency approaches the Authority for a particular activity matching the relevant ongoing H1 License amount at any point in time over the period stipulated in the License Agreement, the Authority may allow the other Agency at its own discretion.
- **Continuous Operation:** The Selected Agency should operate the Water Sports activities on continuous basis throughout the License Agreement period in the operational seasons committed. If the Selected Agency fails to run the Water Sports activities for a period of 30 days continuously during the committed operational season, the authority shall issue a notice to the Selected Agency and if the Selected Agency fails to operate the Activities even after one month on receipt of the notice without proper rationale or if the Agency fails to reply to the notice, the Authority shall forfeit the Bank guarantee and terminate the Agreement.
- Water Sports activities shall be run in the name of Agency but the name of Haryana Tourism Corporation is to be indicated in the **Display Board**.
- The selected bidder/Agency should not display any Commercial Boards in area.
- The selected bidder/Agency shall promptly submit verified statements, reports, accounts, documents and any other particulars as required by the authority from time to time.
- **Payment of Salaries:** The Selected Agency shall employ in the said Water Activities Centre/Operational Area their own trained employees to run the said Water Activities and they shall be liable to pay the salaries, leave, wages, and all

other required benefits and legal dues payable to them. The Selected Agency shall also comply with each and every provisions of law applicable to their employees, including obtaining of licenses under the provisions of Contract Labor (Regulations Abolition) Act, 1970 and rules made thereunder, Payment of minimum rates of wages, benefits under Employees State Insurance Scheme, Workmen's Compensation Act, and similar labor legislation in force from time to time. The Licensor shall in no way be liable to pay any dues or claims payable in this behalf to the said employees shall have any claim of employment in the Organization of the Licensor while delivering and handing over the said Water sports activities to the Licensor, expiry of this agreement or on its earlier termination, The Selected Agency shall indemnify and keep indemnified and save harmless the Licensor against all costs, charges and expenses of whatsoever nature which may be incurred by the Licensor in this behalf.

- **Situations of Dispute:** In case of dispute and difference in connection with the terms of agreement the said dispute shall first be referred to the Managing Director, Haryana Tourism Corporation for conciliation, on event of failure in conciliation the dispute shall be referred to **Sole Arbitrator** who shall be from the panel of Arbitrator as prepared by Govt. of Haryana from time to time which notification is adopted herein mutually by parties by reference only for the purpose of choosing the Arbitrator and shall be construed as part and parcel of this agreement, to which the parties shall have not objections whatsoever

"OR"

Competent Courts of law situated in Chandigarh/Panchkula.

- Any additional terms and condition will be incorporated as and when required as per the instruction of Government of Haryana and /or Government of India other than the mentioned terms and conditions in the tender. This will be binding to the Bidders.
- No operation should be undertaken except the allotted items.
- The Selected Agency shall not sublease the license to operate the Water Sports activity.
- The Selected Agency should arrange electricity, water and maintenance and other facility in respect of Water Sports activities at their own cost.

Situations of Breach/Non-compliance by the Agency:

- The Bank Guarantee will be encashed by the Authority in case of non- payment of License fee to the concerned Authority or any other dues payable to the Authority or any other statutory payments payable to respective Authorities within the stipulated time or in case of breach of any terms and condition of the Agreement between the Authority and selected bidder / Agency. Upon such encashment and appropriation, the selected bidder / Agency shall, within 30 (thirty) days thereof, replenish the Bank guarantee to its original level or provide a fresh bank guarantee as the case may be, failing which the Authority shall have the right to terminate this Agreement with immediate effect.
- There will be regular visit / check by the authority of HTC or any person appointed by the authority at any time that all the safety norms are being followed by the Agency/ selected bidder and the licensee has to cooperate with the checking team. If any discrepancies is found during inspection than HTC is liable to take appropriate action.
- In case the selected bidder / Agency commits breach of any of the terms and conditions and stipulation herein contained on the part of the selected bidder /Agency to be observed and performed, then in such cases the authority shall be at liberty to give a notice in writing (by Registered Post) to the selected bidder /Agency to set right or rectify the breach or omission of any of the terms, conditions and stipulations of this agreement and in case of noncompliance on the part of selected bidder/Agency within 30 days of the receipt of such notice, this agreement at the option of the authority may be terminated and upon such



termination this agreement shall become null and void and all the rights of the selected bidder / Agency herein shall immediately cease and determine. The agreement may also be terminated for any criminal acts on the part of the selected bidder /Agency which need not be referred to arbitration/ courts.

- In the event of default or breach or non-compliance of any of the terms and conditions as indicated or for furnishing any wrong or incorrect information at the time of auction etc the Competent authority shall have the right to cancel the bid as well as forfeit of EMD or any part of the amount paid by the bidder.

EXIT CLAUSE:

Due to the administrative reasons, HTC can terminate the contract by giving 1 month notice and licensee has to vacant the premises within the stipulated period, while licensee may exit the license agreement by giving 3 month notice or by depositing 03 months advance rent as the case may be.

MANAGING DIRECTOR