



Maharashtra Tourism Development Corporation Ltd.

(A Govt. of Maharashtra Undertaking)

Head Office: Apeejay House, 4th Floor, 3 Dinshaw Vachha Road, Churchgate,
Mumbai – 400 020.

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

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

No.MTDC/Advt/ Swadesh Darshan/Equip./Rescue B./A-291-II/2018.

Date: - 18/04/2018.

INVITATION OF

E-Tender

FOR

“SUPPLY OF RESCUE BOATS (HDPE) WITH TRILLEY AT VARIOUS LOCATIONS OF MAHARASHTRA”.

Cost of Blank Tender Form: - Rs.10, 000/- per copy

Issued to: -


General Receipt No. _____ Date _____

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


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NEWS PAPER NOTICE

 <p>MAHARASHTRA TOURISM</p>	<p align="center">Maharashtra Tourism Development Corporation Ltd., Head Office: Apeejay House, 4th Floor, 3 Dinshaw Vachha Road, Churchgate, Mumbai – 400 020. Tel: (9122) 2284 5678, 2204 4040 □ Fax No.: (9122) 2285 2182 2202 4521. Website: www.maharashtratourism.gov.in □ E-mail: info@maharashtratourism.gov.in</p>
<p align="center">E- Tender Notice No. MTDC/Advt/ Swadesh Darshan/Equip./Rescue B./A-291-II/2018.</p>	
<p align="center"><u>Notice for E-Tender</u></p> <p align="center">Supply of Rescue Boats at various location of Maharashtra.</p>	
<p>Maharashtra Tourism Development Corporation, a Govt. of Maharashtra Undertaking, Mumbai invites E-Tenders from reputed Firms / Manufacturer / Suppliers / Authorized distributors to participate in the competitive bidding process to Supply of Rescue Boats at various location of Maharashtra.</p> <p>For the detailed E-Tender document, interested bidders should visit http://mahatenders.gov.in and for tender notice visit http://www.maharashtratourism.gov.in/mtdc/tender-notices.</p> <p>Tender submission would be online and the deadline to submit the proposals is 09.05.2018 at 13.00 hrs.</p> <p>Bids will be opened online on Date-14.05.2018, at 15:00 hrs.</p> <p align="right">--Sd-- Managing Director MTDC Ltd., Mumbai.</p> <p>Date: - 18.04.2018.</p>	

Chapter-1 Tender notice

	<p style="text-align: center;">Maharashtra Tourism Development Corporation Ltd.,</p> <p style="text-align: center;">Head Office: Apeejay House, 4th Floor, 3 Dinshaw Vachha Road, Churchgate, Mumbai – 400 020. Tel: (9122) 2284 5678, 2204 4040 □ Fax No.: (9122) 2285 2182 2202 4521.</p>				
No.MTDC/Advt/ Swadesh Darshan/Equip./Rescue B./A-291-II/2018.					
<p>E-Tenders for supply of following items are invited by the Managing Director, Maharashtra Tourism Development corporation Ltd Apeejay House, 4th floor, 3, Dinshaw Vaccha road, Nr. K.C collage, Churchgate Mumbai-400020 from reputed Authorize Firms / Manufacturer / Authorize Suppliers / Authorized Distributors. The Names & Specifications, cost put to tender, earnest money deposit, time limit for completion of work order, etc. is as under.</p>					
Sr. No.	Name Of Work	Period of Work	Estimated Qty (Tentative)	Earnest Money Deposit (EMD)	Cost of Tender form
	Supply of Rescue Boats (H.D.P.E Material) with Trolley approved by CE and NMMA/IRS/Relevant International authorize agencies and Certificate of Origin, as per the requirement and specifications provided in tender at various locations in Maharashtra.	4 Month	13	9,00000/- Rs. (Nine Lakh Only)	10,000/- Rs. (Ten thousand only)
<p style="text-align: center;">Selected bidder shall Supply Rescue Boats (H.D.P.E Material) with Trolley approved by CE and NMMA/IRS/Relevant International authorize Agencies and Certificate of Origin, as per the requirement and specifications given in the tender at the following locations in Maharashtra.</p> <p>The dimensions, capacity, Engine power etc. Shall be as per the stipulated specifications.</p> <p style="text-align: center;">The Maharashtra Tourism Development Corporation reserves the right to accept or reject any or all bids without assigning any reason, what so ever.</p>					

Locations:-		
Sr. No	Locations	Quantity of Rescue Boats (H.D.P.E Material) with Trolley of Reputed make
1	Tarkarli	2
2	Vijaydurg	1
3	Devgad Beach	1
4	Mithbav	2
5	Tondavali	2
6	Shiroda	2
7	Sagareswar	2
8	Mochemad	1
Total		13

* Please **note** that distribution of number of boats to be supplied at different locations may change. For this change no extra cost will be given to the bidder.

Complete bidding process will be submitted On-Line E-tendering in two cover/bid system (Technical and Financial Bid). All the notifications & detail terms and conditions regarding this Tender Notice hereafter will be published on line on Website <http://mahatenders.gov.in> & on MTDC's website i.e. www.maharashtratourism.gov.in

Prospective bidder should satisfy following conditions:

1. The bidders shall have achieved cumulative annual turnover min. of Rs.3 Crores, during last three financial years ending with 2017-2018. (Certificate from C.A. is mandatory in Technical Bid cover).
2. The Bidder shall have satisfactorily completed (from start to finish) Supply at least 15 No. Of similar build and size (Minimum 12 persons capacity) Rescue Boats in last 3 years. Proof in this regards shall be submitted. MTDC may cross check the proof submitted by visiting the place/office.
3. Bidder should have at least 3 years of experience in supply operation and maintaining similar boats of same or higher capacity.
4. Bidding documents can be seen, downloaded & submitted from the website <http://mahatenders.gov.in> from Date 18/04/2018, hrs 12:00 to Date-09/05/2018 hrs. 13:00.
5. Bids must be accompanied with tender form fee and Earnest Money Deposit (EMD) which has to be paid electronically as mentioned in the tender. (I.e. online payment).
6. Pre-bid conference (for those who have purchased the bid) will be held at **15.00 hrs. On 24/04/2018** at the office of Manager (Adventure Sports), MTDC on above address.

7. Bids will be opened on Date- **14.05.2018 at 15:00 Noon** at the Office of Chief Accounts Officer, MTDC Ltd., Mumbai in website <http://mahatenders.gov.in>. – (if possible).
8. Bidder should submit information & scanned copies in PDF format in Technical Envelope.
9. Bidder should quote competitive rates including all statutory taxes as per specification mentioned in **Annexure-A**.
10. Bidders shall have valid Digital Signature Certificate (DSC) obtained from Authorized Certifying Authorities.
11. Managing Director, Maharashtra Tourism Development corporation Ltd, Apeejay House, 4th floor, 3, Dinshaw Waccha road, Nr. .K.C collage churchgate Mumbai-400020. reserves the right to accept or reject any or all the tenders without assigning any reason.
2. Tender for above mentioned work will be finalized subject to approval of Competent Authority.
3. Guidelines to download the tender documents and online submission of bids can be downloaded from website <http://mahatenders.gov.in>.

Note:- Tender form fee and EMD can be submitted through SBI/ Net Banking Transactions, for which necessary provision is made in the e-tender process.

No.MTDC/Advt/ Swadesh Darshan/Equip./Rescue B./A-291-II/2018.
Mumbai

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

Date: - 18.04.2018.

Chapter 2 Background

Maharashtra Tourism Development Corporation Limited (MTDC) is a 100 percent subsidiary of Government of Maharashtra; MTDC is engaged in focused development of Tourism and related infrastructure across the State of Maharashtra. As a part of this endeavour, MTDC has planned to contribute to Beach Safety at various locations in, Maharashtra. The list of locations and tentative quantity of boats is as below.

Sr. No	Locations	Quantity of Rescue Boats (H.D.P.E Material) with Trolley.
1	Tarkarli	2
2	Vijaydurg	1
3	Devgad Beach	1
4	Mithbav	2
5	Tondavali	2
6	Shiroda	2
7	Sagareshwar	2
8	Mochemad	1
Total		13

* **Please note that final distribution of number of boats to be supplied at different locations may change. For this change no extra cost will be given to the bidder.**

MTDC invites offers from suppliers/manufacturers for supplying, testing and commissioning of Rescue Boats at above mentioned locations.

- 2.1 The bidder shall be a single Indian Independent Private Limited or Public Company Registered under Companies Act or Firm Competent to enter into contract for License as per Indian Law and meeting the Technical & financial Bid criteria may submit their tender.
- 2.2 The Bidder must be a registered Indian manufacturer or authorized Dealer/Distributor of a manufacturer. Authorized Dealer/ Distributor should furnish current and valid authorization letter/ dealership certificate from original equipment manufacturer mentioning this particular Tender in its authorization letter. The name of item should be clearly mentioned in the authorization letter. Tenders submitted by retailers or representatives of online dealers are liable to be rejected.

Chapter 3

TENDERING PROCEDURE:

3.1 Blank Tender Forms.

1. Tender Forms can be downloaded from the e-Tendering portal of Maharashtra Tourism Development Corporation Ltd., Mumbai, Government of Maharashtra i.e. **<https://mahatenders.gov.in>** after payment towards Tender Fees As per the Tender Schedule i.e. payment of tender fees, online.
2. The tender submitted by the bidder shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tenders will be REJECTED.
3. All bidders are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non responsive. The supplier/manufacturer should clearly mention in forwarding letter that his offer (in Technical Bid/Cover, Financial Bid/Cover) does not contain any condition, deviations from terms and conditions stipulated in the tender.

Bidders should have valid Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to <https://mahatenders.gov.in> and follow the procedure mentioned in the document; Procedure for application of Digital Certificate.

4. For any assistance on the use of Electronic Tendering System, the Users may call below

Toll Free Telephonic Help Desk Number 1800-3070-2232

Mobile: +91-7878107985, +91-7878107986, + 91-7878007972 and +91-7878007973

E-Mail: eproc.support@maharashtra.gov.in

3.2 Guidelines to Bidders

Special Instructions to the Bidders for the e-submission of the bids online

Through this tender site:

<https://maharashtratourism.gov.in>

1. Bidder should do the registration in the tender site <https://mahatenders.gov.in> using the option available. Then the Digital Bidder should do the registration in the tender site Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized certifying authorities such as SIFY/TCS/nCode/MTNL/eMudhra.
2. Bidder then login to the site giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected As per tender requirements and then attached along with bid documents during bid submission.
5. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum (if any) published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwg formats. If there is more than one document, they can be clubbed together.
8. Bidder should get ready the tender form fee and EMD as specified in the tender. Both the fees should be paid online, within the bid submission date & time for the tender.
9. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
10. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
11. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
12. **Attested** scanned copies furnished at the time of bid submission online, should be valid and same with original document, otherwise the Tender shall be summarily rejected.
13. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

14. The E- Tendering system will notify a successful bid updating message after uploading all the bid documents. The submitted bid summary will be shown with the bid number, date & time of said bid.
15. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. Bidder shall take proper care regarding type/ mode/ version of the software/ dataware he is using while submitting the tender. Any delay / non-submission of tender due to this shall be attributable to the bidder only and MTDC shall not be responsible for this.
16. The bidder may submit the bid documents by online mode through the site (<https://mahatenders.gov.in>) as indicated in the tender.
17. The tendering system will give a successful bid updating message after uploading all the bid documents submitted & then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
18. The bid summary has to be printed by the bidder and kept as an acknowledgement as a token of the submission of the bid which will act as a proof of bid submission for a tender floated and also act as an entry point to participate in the bid opening date.
19. The Bidder should log into the web site well in advance for bid submission so that he / she submits the bid in time i.e. on or before the bid submission end time. If there is any delay caused due to any technical issues.
20. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
23. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
24. For any other queries, the bidders are asked to contact through Mail etender.maha@nic.in

Chapter 4

Instructions to Bidders

- 4.1. Tender qualifying in eligibility criteria should only bid for this tender.
- 4.2. Technical bid will be opened for only those bidders who qualify the eligibility criteria.
- 4.3. Financial bid will be opened for only those bidders who qualify Technical bid.
- 4.4. Joint Venture / Consortium are allowed. Not more than three members allowed including lead member. In such condition experience of lead member will be considered only.
- 4.5. The bidder/member of JV shall be an Indian Company registered under Companies Act. (Proprietorship, Private or Public Limited) or Firm Competent to enter into contract for License as per Indian Law and meeting the Technical & financial Bid criteria may submit their tender.
- 4.6. The bidder/member of JV must be a registered Shipyard, Boat builder, manufacturer or authorized Dealer/ Distributor of a manufacturer. Authorized Dealer/ Distributor should furnish current and valid authorization letter/ dealership certificate from original equipment manufacturer mentioning this particular Tender in its authorization letter. The name of item should be clearly mentioned in the authorization letter. Tenders submitted by retailers or representatives of online dealers are liable to be rejected.
- 4.7. In case of /consortium/JV details of all members should be given.
- 4.8. Tender documents can be downloaded from the website <https://mahatenders.gov.in> or www.maharashtratourism.gov. Before the Bid Due Date. The bidders are required to submit the Tender Fee of Rs.10, 000/ (Rs Ten Thousand only) - and EMD of Rs.9, 00,000(Rs Nine lakh only)/- through online mode of payments.
- 4.9. Bidders are requested to submit Bids offer which shall be inclusive of all taxes, duties, (Excluding GST) transportation at destination, insurance, cesses, etc. For rescue boats, they are bidding for and shall submit all supporting documents as per the requirement of this tender document.

4.4 **Pre-bid Meeting:**

Pre-bid conference (for those who have purchased the bid) will be held at **15.00 hrs. on 24/04/2018** at the office of Manager (Adventure Sports), MTDC on above address.

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

General conditions:

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

- 4.5.1 The Technical Bid/Cover shall contain the following documents (to be uploaded) along with documents mentioned in the tender notice.
- 4.5.2 Technical bid of only those bidders will be opened who's bid will qualify eligibility criteria.
- 4.5.3 Annexure 1 – Application Letter. Should be on Company letter head.
- 4.5.4 Annexure 2: Cover Note for technical bid. Should be on Company letter head.
- 4.5.5 Scanned copy of Details of work of similar type and magnitude carried out by the bidder. (Work order, Work completion certificates).
- 4.5.6 Specification of rescue boat should be as per annexure-A.
- 4.5.7 The Bidders are advised to physically visit the sites for transportation, commissioning etc. of Rescue Boats securely that may be necessary for preparing the bid and for entering into a contract for execution of the works before submission of the bid on own expenses.
- 4.5.8 In the event a qualified Bidder wants to withdraw the Bid, the EMD of such Bidder shall be forfeited and he shall be blacklisted for at least 03 (Three) years for MTDC's work/tender/jobs. The EMD's of all unsuccessful Bidders will be refunded, without any interest, after the Letter of Award has been accepted by the Successful Bidder.
- 4.5.9 Even though the Bidder meets the above qualifying criteria they are subject to be disqualified if they have made:
 - Misleading or false representations in the forms, attachments submitted in proof of the qualification requirement

And / or

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

(A) Documents **Constituting the Bid:** (a) the bidder shall submit its bids which are in accordance with the specifications and requirements as per format given in Annexure 2 & 3 through online.

(B) The Bid being submitted by the Bidder shall upload the following documents:

4.6 Part-1 Technical Bid

- a) All required and relevant documents related to this tender.
- b) Scanned copy of EMD payment details.
- c) Scanned copy of Tender purchase payment details.
- d) Scanned copy of valid certificate as a Registered Supplier/Dealer/Manufacturer.
- e) Firm Registration certificate. With copy of authorisation towards supply, deal the items specified in the tender. In case of a Manufacturer, copy of the authentic document in this regard shall be attached uploaded.
- f) Registered dealer/manufacturer, applicant should have facility to supply erection, testing of vessels.
- g) The cumulative average annual turnover of the bidder during the last 3 financial years shall minimum 3 crores. Certificate issued by auditors of the firm / Chartered Accountant must be submitted.
- h) Pan card of registered firm/company.
- i) Demonstration of Relevant technical and financial capacity as per the attached format.
- j) Copy of GST registration.
- k) Memorandum of Corporation/ Partnership Deed/Joint Venture.
- l) Proof of work orders, work completion certificate of similar type of work should be submitted. Bidder should have at least 3 years of experience.
- m) Declaration/ Undertaking against the documents submitted by Bidder.

4.6 Part-2 Financial Bid

Letter Comprising the Financial Offer as per the **Annexure 3**.

4.9 TIME TABLE

Tender No: No.MTDC/Advt/ Swadesh Darshan/Equip./Rescue B./A-291-II/2018.

“SUPPLY OF RESCUE BOATS (HDPE) WITH TRILLEY AT VARIOUS LOCATIONS OF MAHARASHTRA”.

Date of issue of Tender forms : 18.04.2018 between 12.00. p.m.

Pre-Bid Meeting : 24.04.2018 between 03.00. p.m.

Due date and time for receipt of Tender: 09.05.2018, 1.00 P.M.

Date and Time for opening of Tender : 14.05.2018, 3.00 p.m. P.M
(1st Envelop)

Price of Tender Form : Rs. 10,000 /-

In case the same is downloaded from the website, then the amount of **Rs.10, 000/-** (Rupees Ten Thousand Only) is required to be paid through online payment mode.

Time limit for complete the job/Assignment – 04 (Four) Months including Monsoon.

Sd/-
Managing Director,
Maharashtra Tourism Development
Corporation Ltd.

Chapter 5

General Terms and Condition

E-Tenders are invited for the supply of the Equipment as specified in the **Annexure-A**.

- 5.1 Bidders shall invariably specify the delivery conditions including the time for the supply of each article bidding for. The total time allowed for the supply at locations is 4 (Four months) from the date of issue of purchase order.
- 5.2 All Bidders shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. The Maharashtra Tourism Development Corporation reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.
- 5.3 In case of a foreign manufacturer, the bidder must furnish an undertaking that the goods are legally imported in the country.
- 5.4 The Bidder shall not have been debarred as supplier of the same or similar goods for any Department of the Government of India or any State Government. If the statement given is found false the purchase order will be cancelled and EMD/Performance bank guarantee submitted by the bidder will be forfeited.
- 5.5 The bidder must be in the business of Boats, Yachts manufacturing and dealership/distributor of Marine and water sports sector for the past 3 years (Provide COI, MOA & MOM details for the same).
- 5.6 The final acceptance of the Bidder rests entirely with the Managing Director, Maharashtra Tourism Development Corporation who do not bind themselves to accept the lowest or any tender. But the bidder on their part should be prepared to carry out such portion of the supplies included in their bid as may be allotted to them.
- 5.7 The Bidder should submit warranty and maintenance period of equipments/Boat, required Maintenance tools and instruction manuals.
- 5.8 Bidder should have provide the Diagnosing Kits of engine and boat. (Compulsory)
- 5.9 The Bidder should submit warranty and maintenance period of equipments.
- 5.10 The successful bidder shall have to submit Performance guarantee Rs.9,00,000/- (Rupee Nine lakh only) in the form of Bank Guaranty of Nationalize bank.
- 5.11 For the performance guaranty amount and EMD bidder shall not get any kind of Interest.

- 5.12 In cases where a successful Bidder, after having made partial supplies fails to fulfil the contracts in full, all or any of the equipments not supplied in that case MTDC at its discretion may requisition by means of another Tender quotation or by negotiation or from the next higher Bidder who had offered to supply, and the loss, if any caused to the Maharashtra Tourism Development Corporation shall be recovered together with such sums as may be from the defaulting Bidder. In addition to forfeit EMD/ Bank Guaranty.
- 5.13 Suppliers should carefully read the technical specification before uploading their documents.
- 5.14 The authority will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid price.
- 5.15 The Supplier has to supply the Rescue Boats at destinations as per the list.
- 5.16 Testing and commissioning of the equipment purchased are to be done by supplier. However, the bidder shall get their boats certified by MMB by providing all necessary documents, certificates as demanded by MMB.
- 5.17 MTDC will assist successful bidder to get registration, NOC and or all required approval from relevant government departments.
- 5.18 Even in cases where in alternate purchases are arranged for the equipments not supplied, the proportionate amount will be recovered from bidders in addition forfeit of portion of the Bank Guarantee.
- 5.19 If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract , deduct from the contract price as liquidated damages, a sum equivalent to 5 % of the delivered price of the delayed Rescue Boats or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 20% of the contract prices of the delayed Rescue Boats or services. Once the maximum is reached the purchaser may consider termination of the contract at the risk and cost of the contractor.
- 5.20 The performance guarantee shall, subject to the conditions specified herein, be returned to the contractor after the expiration of 1 year guarantee period, but in the event of any dispute arising between the Maharashtra Tourism Development Corporation Ltd., and the contractor, the Corporation shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined and the amount of such damages, costs, charges and expenses as may be claimed.

The same may also be deducted from any other sum which may be due at any time from Maharashtra Tourism Development Corporation Ltd., to the Bidder. After the guarantee period the selected Bidder shall enter into annual maintenance contract for maintaining the supplied items on mutually agreed terms and conditions.

5.21 All the payments to the supplier of the Rescue Boats will be made by the MTDC and shall be made by RTGS subject to statutory deductions.

5.22 **Payment terms.**

5.22.1) 80% payment will be made after successful delivery and Commissioning (i.e. 70 % Delivery and first ride + 10 % after the commissioning and running of 30 days, including obtaining necessary certificate from Mumbai Maritime Board (MMB) to run the boat).

5.22.2) 12.5 % payment will be made after one year of obtaining the necessary certificate from Mumbai Maritime Board (MMB) to run the boat. Rest 7.5% payment will made after 2 years of obtaining the necessary certificate from Mumbai Maritime Board to run the boat. Fees for such certification shall be paid by MTDC. However, the bidder shall get their boats certified by MMB by providing all necessary documents, certificates as demanded by MMB.

* **Note:** - All the bidders to note that their supply/product shall be got registered in MMB and all necessary documents shall be supplied by bidder. If the bidder fails to get their product registered within 30 days from supply/commissioning, then liquidated damages at 01% (1 Percent) per week and same shall be deductible from final payment of the bidder. If at all bidder fails to get their product registered, then assignment shall be considered incomplete and MTDC shall take necessary action.

5.23 Final payments will be made only after the supplies are actually verified and taken to stock by the Maharashtra Tourism Development Corporation Ltd., Officer Camp Manager of Regional Offices.

5.24 MTDC reserves the right to terminate the contract in case of non satisfactory performance and violation of any terms and conditions of the contract. The contract may be terminated by MTDC by giving a letter with two months notice only.

5.25 Confidentiality. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidder s who submitted the proposals or to other persons not officially concerned with the process.

5.26 Right to reject any or all tenders without assigning any reason thereof is

reserved by the competent authority, whose decision will be final and legally binding on all the bidder .

5.27 Finalization to award work will be subject to approval of Competent Authority after analysing technical, financial submitted for above tender.

5.28 In case of supplier becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders , for the administration of his estate are made against him or in case the successful bidder shall commit any act of insolvency or in case in which under any clause or clauses or this contract the successful bidder shall have rendered himself liable to damages amounting to the whole of his performance guarantee deposits the contract shall, thereupon , after notice given by the MTDC's Authority to the supplier of the Rescue Boats, be determined and the Maharashtra Tourism Development Corporation may complete the same work in such time and manner and by such persons as the Corporation shall think fit. But such determination of the successful bidder shall be without any prejudice to any right or remedy of the Corporation against the work order. All expenses and damages caused to the Maharashtra Tourism Development Corporation, Govt. of Maharashtra by any breach of contract by the successful bidder shall be paid by the successful bidder to Maharashtra Tourism Development Corporation, and may recovered from him under the provisions of the relevant Act in force in the State.

5.29 In case the successful bidder fails to supply and deliver any of the said articles and within the time provided for delivery of the same or in case the successful bidder commits any breach of any of the contracts, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for the Maharashtra Tourism Development Corporation (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Maharashtra Tourism Development Corporation Ltd. by an order in writing under the hand of the Managing Director, Maharashtra Tourism Development Corporation Ltd. put an end to or in case any difference in price , compensation, loss, costs , damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the successful bidder to the Maharashtra Tourism Development Corporation Ltd. from and out of any moneys for the time being payable or owing to the contractor from the Maharashtra Tourism Development Corporation Ltd. under or by virtue of this contract or other wise to pay and reimburse to the MTDC all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or be reason of this contract in price, compensation, loss, costs, damages, expenses, and other moneys as shall for the time being payable by the Bidder aforesaid.

5.30 In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted only in the court at Mumbai or

Arbitration shall be a means to settle any dispute.

- 5.31 Any sum of money due and payable to the Bidder (including Performance guarantee deposit returnable to him) under this contract may be appropriated by the Managing Director, Maharashtra Tourism Development Corporation Ltd. and set off against any claim of the Manager (Adventure Sports) or Maharashtra Tourism Development Corporation Ltd. for the payment of a sum of money arising out of or under any other contract made by the Bidder with the Manager (Adventure Sports) or Maharashtra Tourism Development Corporation Ltd. Any sum of money due and payable to the successful Bidder from Maharashtra Tourism Development Corporation Ltd. shall be adjusted against any sum of money dues to Maharashtra Tourism Development Corporation Ltd. from him under any other contracts.
- 5.32 Every notice hereby required or authorized to be given may be either given to the successful Bidder personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the Bidder by post at his usual or last known place of abode or business and if so addressed and posted shall be deemed to have served on the successful bidder on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place abode or business.
- 5.33 The Bidder shall undertake to supply equipments according to the standard specifications given in the Tender. No representation for enhancement of rates once accepted will be considered. Financial bid will be valid for 120 days from the date of acceptance of work order.
- 5.34 Any attempt on the part of the Bidders or their agents to influence the Maharashtra Tourism Development Corporation Ltd. in their favour by personal canvassing with the Officers concerned will disqualify the Bidders.
- 5.35 Special conditions if any of the Bidders attached with the Tender will not be applicable to this Bidder unless they are expressly accepted in writing by the MTDC.
- 5.36 The initial registration of the Rescue Boats and other formalities shall be carried out by the supplier on behalf of Maharashtra Tourism Development Corporation at no extra cost. All statutory requirements needed for registration shall be specified in the offer.
- 5.37 The bidder shall have own service centre with factory trained service technicians for repairs and maintenance. Bidder should submit relevant details about the service team along with details of after sales service organization chart, location of service centre, man power, and qualification of technicians to be submitted along with the tender in the technical bid. Bidder having Service station in Maharashtra will be preferred.

5.38 The successful bidder after supply of the boats and after commissioning of boats shall give/impart training of 05 (five) full days to the MTDC authorize persons for operating, maintaining the boats. The training shall be imparted at the various locations as mentioned in tender/at the supplied locations. The cost of training, etc. Shall be borne by bidder.

5.39 **Miscellaneous**

5.39.1 The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

5.39.2 If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the reminder of this Agreement shall be affected.

5.39.3 Neither Agreement may not be amended for any other reason without the prior written agreement of both parties.

5.39.4 This Agreement may not be amended for any other reason without the prior written agreement of both parties.

5.39.5 This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

5.39.6 Neither party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.

5.39.7 This Agreement shall be governed by the laws of the state. Only Court of Mumbai will have jurisdiction.

5.39.8 Any party may terminate this agreement by giving prior notice of 3 monthswith valid and justified reason. (Need confirmation from legal department.)

5.40 Facilities / Assistance for the appointed Bidder.

5.40.1 MTDC shall provide all necessary information available with them for conduct of the assignment.

5.40.2 MTDC shall provide copies of earlier studies and reports conducted and available with them, if any, relating to the assignment.

5.41 Extension to Time Limit

5.41.1 If there is genuine (for reasons not attributable to the Bidder) delay to complete the pre tender activities by the Bidder on account of reasons beyond his control then the Bidder should obtain valid extension for the prescribed period.

5.41.2 The payment of project cost will not be made unless the valid extension is granted.

5.41.3 The decision of designate authority for granting extension shall be final and binding. The designate authority for granting extension shall be MD, MTDC.

5.41.4 Incomplete technical or financial bid will be rejected.

5.41.5 The prices quoted should be inclusive of all statutory taxes, charge, duties and fees (Excluding GST) Which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.

5.6 Force Majeure

5.6.1 Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injections, labour strikes, other than those of Seller or its suppliers, that prevent Seller from furnishing the materials or equipment and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay or mitigate the effect of such acts, events or occurrence and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

Chapter 6

Qualification Criteria:

- 6.1 Bidder should be qualifying the eligibility criteria to bid this tender.
- 6.2 Tender should have at least 3 years of experience in operating and maintaining similar or higher capacity boats.
- 6.3 The bidders shall have achieved average annual turnover of minimum of Rs. 3 Crore, during last three financial years ending with 31st March 2018. (Certificate from C.A. is mandatory in Technical Bid cover).
- 6.4 Other Technical Criteria
- 6.4.1 The bidder should be a single Indian Independent Private Limited or Public Company Registered under Companies Act or Firm Competent to enter into contract for License as per Indian Law and meeting the Technical & financial Bid criteria may submit their tender. The Bidder must be a registered Indian manufacturer or authorized Dealer/ Distributor of a manufacturer. Authorized Dealer/ Distributor should furnish current and valid authorization letter/ dealership certificate from original equipment manufacturer mentioning this particular Tender in its authorization letter. The name of item should be clearly mentioned in the authorization letter. Tenders submitted by retailers or representatives of online dealers are liable to be rejected.
- 6.4.2 In case of a foreign manufacturer, the bidder must furnish an undertaking that the goods are legally imported in the country.
- 6.4.3 The bidder should be an authorize dealer having a dealership of product approved by CE and /NMMA /IRS/or relevant authorize agencies and certificate of origin.
- 6.4.4 The bidder must have an India wide presence, preferable in Maharashtra Mumbai.
- 6.4.5 The Bidder should not have been debarred as supplier of the same or similar goods by any Department of the Government of India or any State Government.
- 6.4.6 The bidder must in the business of Boats, past 3 years (Provide COI, MOA & MOM details for the same).
- 6.4.7 The bidder shall have adequate experience of successful supply and / or manufacture of speed boats /Rescue Boats and similar type of products including service support in the past 3 years to Government departments. /Private Sector Units.
- 6.4.8 The bidder has to submit a Solvency Certificate from a Scheduled Bank / Foreign Bank for minimum Rupees 100 lakh (Rupees Handred Lakh only).
- 6.4.9 The Bidder should be registered under the GST service tax and CST department.
- 6.4.10 The bidder shall have own service centre with factory trained service technicians for repairs and maintenance. Bidder should submit relevant details about the service team along with details of after sales service organization chart, location of

service centre, man power, and qualification of technicians to be submitted along with the tender. Tenderar having service station in Maharashtra will be preferd.

6.4.11 The bidder must meet all the Qualification Criteria of the Tender and non-adherence to the 'Qualification Criteria' shall make the Tender liable to be rejected.

6.4.12 Preference will be given to Indian Manufacturer under the GOI "make in India" initiative.

Chapter 7 Evaluation Criteria

The proposals will be evaluated as i.e. Technical Proposal and Financial Proposal.

7.1 Technical Proposal (T) : The Technical Proposal shall be evaluated as per following:

Sr. No.	Criteria	Marks /60
1	Previous experience with any government or government department.	10
2	1) Manufacturer rescue boats. 2) Accreditation certificate of rescue boats from Authorise certifying National/International Bodies.	10
3	Rescue Boat Design 1. Exterior : 5 2. Interior : 5 Design shall submit by the bidder in a technical bid cover	10
4	Turnover 1. 3 Cr : 10 Marks 2. 4 Cr to 5 Cr: 15 Marks 3. Above 5 Cr : 20 Marks	20
5	Approach & Methodology.	5
6	Make in India- Indian manufacturer.	5
Note: - The above marks will be given to the bidders after technical evaluation and demonstration of the Rescue Boats		

Note: Above 70% in technical bid would be eligible for financial bid.

7.2. Financial Proposal (F)

Lowest Price offered by bidder will be considered as L1 and latter subsequent marking for L2 and L3 will be given accordingly.

7.3. Final Weightage

Technical Bid	60 %
Financial Bid	40 %

7.4. H1 will be awarded the tender. (H1 is a higher scorer bidder in Technical and financial) i.e H1= T+F

Chapter 8
Specification of Rescue Boat
Annexure - A

HDPE RESCUE BOAT WITH 4 STROKE OUTBOARD MOTOR WITH TROLLEY.

A) Detailed Technical Specification:

Items	Specifications
<p>HDPE Boat of Minimum 12 person capacity Molded with Single 4 stroke 60 Hp Engine.</p>	<p>The boat shall be exclusive for the purpose of rescue operations.</p> <p>It shall be double-walled boat manufactured from high-grade, high density (Polyethylene). It shall be 100% color-fast.</p> <p>The Boat is to be fitted with one unit of 4 stroke, Minimum 60 Horse Power Tiller Type, Yamaha/Evenrude/Mariner/Johnson/Suzuki/Honda/Tohatsu/Mercury OBM should be provided</p> <p>The boat shall be made with Rotational Moulded Polyethylene technology which shall be UV stabilized, double skin hull, made in one piece. (Polyethylene used should be pure and should be 100% recyclable)</p> <p>The boat shall have certified capacity of Minimum 12 persons in open sea water.</p> <p>Boat shall be provided with all around seating and sufficient space for facilitating rescue and also to make rescued person to lie down during rescue operations.</p> <p>16 mm Lifelines shall be provided all around for a person in water to hold while performing rescue functions.</p> <p>The boat shall be practically unsinkable, unbreakable to make it an ideal rescue boat.</p> <p>Fender Strip and Grab Handles should be provided</p> <p>Passenger Grab Rail should be provided</p> <p>Foldable Canopy should be provided.</p>

	<p>Rescue Boat should be CE Certified or any IACS Member Certified. (Certificate to be submitted with Technical Bid).</p> <p>Manually operated Bilge pump should be provided</p> <p>Towing Eye should be provided</p> <p>Anchor Cleat and Anchor Bulkhead should be provided</p>
Principal Dimensions of the boat:	
Size	<p>Length = Length shall be Minimum 5.30 Metre above</p> <p>Breadth = Breadth shall be Minimum 2.20 Metre and above.</p>
Carrying capacity	Minimum 12 persons in Sea Water
Power of Engine	Minimum 60 Hp – 4 stroke Petrol/Diesel Engine (OBM).
Weight of the Boat	Weight of the Rescue Boat should be maximum 550 Kg.
Capacity Load	Minimum 1400 kgs. and above (including OBM)
Extra accessories	Stainless Steel tower with rescue beacon/siren, navigational lights, search light, 12 life CE certified jackets, Fire extinguisher, life ring, compass. Etc. shall provide.
Engine Particulars:	
Make & Certification	Rescue boat should be fitted with Minimum 60 Hp 4 stroke outboard motors which should be durable, reliable, fuel efficient with quiet superior performance with adequate. It should have International Certification for adhering to pollution norms and conforming to other international directives.
Power	<p>Engine shall be Minimum 60 Hp, 4 strokes with Tiller Steering.</p> <p># Engine Shall meet following criteria</p> <p>The boat shall be provided with outboard motor which can be quickly attached whenever required. The OBM shall be of reputed Make.</p> <ul style="list-style-type: none"> ● The outboard engine shall be of such a design that it operates reliably and safely in the flood water with fast current. ● The engine will be usable in sediment and debris laden water.

	<ul style="list-style-type: none"> • The engine shall be supplied with the accessories as needed for effective use. • All materials on the engine shall be non-corrosive. • The engine shall be very sturdy. • Operator's and maintenance manuals, related to the type and model of the outboard engine, shall be part of the delivery. • The design of the cooling system shall be sediment and debris tolerant. • The propeller and tail shall be impact resistant. • The engine shall have a provision to adjust its trimming and following facilities: <ul style="list-style-type: none"> • Toolkit • breaking pins • Maintenance instructions Manual • Petrol tank and hoses, etc
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Minimum 60 HP 4 Stroke Outboard Petrol/Diesel Engine– DETAILED SPECS

ITEM	Minimum 60 Hp and above 4 Strokes Out Board Petrol/Diesel Engine.
Engine type	4-Stroke, Minimum 2 Cylinder type
Displacement	Minimum 990 CC and above
Max. output kw(hp)	60 Hp
Full throttle RPM range	Recommended Max RPM Minimum 5000 and above
Ignition system	CDI
Starting system	Electric start
Steering system	Operation Method Tiller handle (EHT)
Trim and tilt system	Electric
Make of Engine	Only Yamaha/Honda/Evenrude/Mariner/ Johnson/Suzuki/Tohatsu/Mercury OBM with adequate service back up should be provided.
Trolley Specification	
<u>Size & Weight</u> Suits To: Minimum 12 Seater Rescue Boat Chassis Main Beam Size: Minimum 50mm x 70mm	<u>Specifications</u> Number of Axles: 1 Axle Type: Minimum 50mm SHS Rollers: Minimum 12 Chassis Assembly: Welded Stud Pattern: Ford Lighting: LED Submersible Type Winch Type: Galvanised with Hardened gears, stainless shafts. Webbing/strap type only

	<p>Trailer Includes Bearing Buddies. 13 inch galvanized wheels & brand new light commercial tyres (rated to over 1800 Kg) Fully hot dip galvanized springs. Heavy duty springs - not light weight! Boat winch - top quality. Choice of electric plug - Flat or round systems. LED lights (bright & submersible) Folding jockey wheel.</p>
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Chapter 9
Annexure-1
LETTER OF APPLICATION

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

Place:

Date:

To,
Managing Director,
Maharashtra Tourism Development Corporation Limited,
Apeejay House, 4th Floor,
3 Dinshaw Vachha Road,
Churchgate, Mumbai – 400 020.

Sub: Appointment of supplier/single Indian Independent Private Limited /Public Company Registered under Companies Act for supply of Rescue Boats (HDPE) at location as per list.

Dear Sir,

We are pleased to submit our Application in response to the Tender Document for “Appointment to SUPPLY OF RESCUE BOATS (HDPE MATERIAL) OF REPUTED MAKE WITH TROLLEY AT GIVEN LOCATIONS OF MAHARASHTRA STATE” (the “Project”), issued by your good office.

(Authorized Signatory of Bidder)

Annexure – 2
Technical Bid /Cover

1. Name of Company/firm
 2. Registered Address :
 3. EMD – Detail of or Cash Receipt or copy of National Small Scale Industry Certificate
 4. Solvency Certificate.
 5. Registration certificate of firm/company along with Memorandum of association
 6. Balance sheet details of last three years. (2015-16, 2016-17, 2017-18)
 7. Turnover of firm/company of last three years. (2015-16, 2016-17, 2017-18)
 8. Pan card of registered firm/company.
- 8 The bidder shall submit scanned copy of following documents:
- i. Scanned copy of valid certificate as a Registered Supplier/Dealer/Manufacturer.
 - ii. Scanned copy of GST Registration Certificate.
 - iii. Scanned copy of Details of work done during last three years with the value of work unfinished. (Copy of work orders/work completion certificate).
 - iv. Scanned copy of certified copy of Partnership Deed, JV agreement, consortium agreement and Power of Attorney, in case of a firm tendering for work.
 - v. Scanned copy of Undertaking of supplier/manufacturing that he had studied all tender documents, conditions and especially work methodology.
 - vi. CE/NMMA/IRS or relevant national and international Certificates of Boats.

Name & Designation
Of Signing Authority