



Maharashtra Tourism Development Corporation Ltd.

(A Govt. of Maharashtra Undertaking)

Head Office, C. D. O. Hutments, Opp. L. I. C. (Yogakshema) Building,
Madame Cama Road, Mumbai 400 020.
Phone 022-22024522, 022-22044040 Fax no. 022-22024521.

No.MTDC/Advt/ Swadesh Darshan/Equip./Jet Ski/A-289/2016.

Date: - 01/08/2016.

INVITATION OF

E-Tender

FOR

**“SUPPLY OF JET SKIES WITH TROLLEY OF REPUTED MAKE
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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 <p>MAHARASHTRA TOURISM</p>	<p>Maharashtra Tourism Development Corporation Ltd., Registered Office: C.D.O. Hutments, Opp. Yogakshema (L.I.C. Building), Madame Cama Road, Mumbai- 400 020. Tel.-022-22044040, Fax- 022-22852182</p>
<p>E- Tender Notice No. 1) MTDC/Advt/Swadesh Darshan/Equip./Jet Ski/A-289/2016 (Online) 2) No.MTDC/Advt/Swadesh Darshan/Equip./Rescue B./A-289/2016. (Online)</p>	
<p style="text-align: center;"><u>Notice for E-Tender</u> Supply of Jet Skies & 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 Jet Skies & 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 25.08.2016 at 13.00 hrs.</p> <p>Bids will be opened online on Date-29.08.2016, at 15:00 hrs.</p> <p style="text-align: right;">--Sd-- Managing Director MTDC Ltd., Mumbai.</p> <p>Date: - 01.08.2016.</p>	

Chapter-1 Tender notice



Maharashtra Tourism Development Corporation Ltd.,

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

Tel.- 022-22044040, Fax ó 022-22852182.

No.MTDC/Advvt/ Swadesh Darshan/Equip./Jet Ski/A-289/2016.

E-Tenders for supply of following items are invited by the Managing Director, Maharashtra Tourism Development corporation Ltd, Opp. Yogakshema (L.I.C. Building), Madame Cama Road, Mumbai- 400 020 from reputed Firms / Manufacturer / Suppliers / Authorized Distributors. The Names & Specifications, cost put to tender, earnest money deposit, time limit for completion of work order, etc. is as under.

Sr. no	Name Of Work	Period of Work	Estimated Qty. (Tentative)	Earnest Money Deposit (EMD)	Cost of Tender form
1	Supply of Jet Skies with Trolley of reputed make 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	6 Month	19	7,00000/- Rs. (Seven Lakh Only)	10,000/- Rs. (Ten thousand only)

Experienced manufacturers and suppliers agencies should Supply of **Jets Skies with Trolley of reputed make** approved by approved by CE and NMMA/IRS/Relevant International authorize agencies and Certificate of Origin, as per the requirement and specifications attached at the following locations in Maharashtra.

The dimensions, capacity, Engine power etc. Shall be as per the stipulated specifications.

The Maharashtra Tourism Development Corporation reserves the right to accept or reject any or all bids without assigning any reason, what so ever.

Locations:-

Sr. No	Locations	Quantity of Jet Skis with Trolley of reputed make
1	Tarkarli	3
2	Vijaydurg	1
3	Devgad Beach	1
4	Mithbav	2
5	Tondavali	2
6	Shiroda	2
7	Sagreshwar	2
8	Mochamad	1
9	Harihareshwar	2
10	Ganpati Pule	3
Total		19

* **Please note** that number of Jet Skies 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 only 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 2015-2016. (Certificate from C.A. is mandatory in Technical Bid cover).
2. The Bidder shall have satisfactorily completed (from start to finish) Supplied at least 15 No. Of similar size (Minimum 03 persons capacity) Jet Skis in last 3 years. Proof in this regards shall be submitted. MTDC may cross check the proof submitted by visiting the place/office.
3. Bidding documents can be seen, downloaded & submitted from the website <http://mahatenders.gov.in> from Date 01/08/2016, hrs 12:00 to Date-26/08/2016 hrs. 13:00.
4. 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).
5. Pre-bid conference (for those who have purchased the bid) will be held at 15.00 hrs. On 12/08/2016 at the office of Manager (Adventure Sports), MTDC on above address.
6. Bids will be opened on Date- 29.08.2016 at 15:00 Noon at the Office of Chief Accounts Officer, MTDC Ltd., Mumbai in website <http://mahatenders.gov.in>. ó (if possible).
7. Bidder should submit information & scanned copies in PDF format in Technical Envelope.
8. Bidder should quote competitive rates including all statutory taxes as per specification mentioned in **Annexure-A**.
9. Bidders should have valid Digital Signature Certificate (DSC) obtained from Authorized Certifying Authorities.
10. Managing Director, Maharashtra Tourism Development corporation Ltd, Opp. Yogakshema (L.I.C. Building), Madame Cama Road, Mumbai- 400 020 reserves the right to accept or reject any or all the tenders without assigning any reason.
 - i. Tender for above mentioned work will be finalized subjected to approval of Competent Authority.
 - ii. 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.

--Sd--

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

No.MTDC/Advt/ Swadesh Darshan/Equip./Jet Ski/A-289/2016.

Date: - 01/08/2016.

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.

Location

Sr. No	Locations	Quantity of Jet Skis with Trolley of reputed make
1	Tarkarli	3
2	Vijaydurg	1
3	Devgad Beach	1
4	Mithbav	2
5	Tondavali	2
6	Shiroda	2
7	Sagareswar	2
8	Mochemad	1
9	Harihareshwar	2
10	Ganpati Pule	3
Total		19

* **Please note that number of Jet Skies to be supplied at different locations may change. For this change will be given to the bidder.**

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

- 2.1 The tenderer 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 Tenderer 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 tenderer shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tenders will reject.
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 supplier/manufacturer should clearly mentioned in the 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.

Tenderers 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](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 shall 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)** shall 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 shall 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 shall 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 shall 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, shall be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders shall 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 E-Tenders are invited from renowned 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.
- 4.2 The Tenderer 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
- 4.3 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/- and EMD of Rs.7, 00,000/- (Rs Seven lakh only) through online mode of payments.

Bidders are requested to submit Bids offer which shall be **inclusive of all taxes, VAT, duties, transportation at destination, insurance, cesses, etc. per Jet Ski, 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 12/08/2016 at the office of Manager (Adventure Sports), MTDC on the above address.

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

Technical Bid/Cover:

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

- 4.5.1 Scanned copy of Valid certificate as a Registered Supplier/Dealer/Manufacturer with the Government of Maharashtra in appropriate class as may be applicable in original or attested copy thereof (Attested by a Gazetted Officer)
- 4.5.2 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 (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 VAT registration certificate and VAT clearance certificate from Maharashtra State Sale Tax Department thereof duly attested by the Gazetted Officer. (Maharashtra Value Added Tax Act 2005)

- 4.5.3 Scanned copy of Details of work done during last three years with the value of work unfinished. (Copy of work orders/work completion certificate) **and** Scanned copy of Details of work of similar type and magnitude carried out by the tenderer. (Information to be given **annexure 3**). The Certificates should be signed by the Authority with whom the supplier/manufacturing has executed the work.
- 4.5.4 Scanned copy of certified copy of Partnership Deed and Power of Attorney, in case of a firm tendering for work. (True copy attested by a Gazetted Officer.)
- 4.5.5 Scanned copy of Undertaking of supplier/manufacturing that he had studied all tender documents, conditions and especially work methodology.
- 4.5.6 Scanned Copy of all the documents from Sr. No. 4.5.1 To 4.5.5 shall be given by supplier/manufacturing in Technical Bid.

Even though the Bidder meets the above qualifying criteria they are subject to be disqualified if they have made following errors:-

- 1) Misleading or false representations in the forms.
- 2) Attachments submitted in proof of the qualification requirement which are not readable and not properly scanned.

And / or

- 3) 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**: The bidder shall submit its bids which are in accordance with the specifications and requirements as per format given in Annexure 2 & 4 through online.

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

Part-1 Technical Bid

- a) 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.
- b) Registered dealer/manufacturer, applicant should have facility to supply erection, testing of vessels.
- c) The cumulative annual turnover of the tenderer during the last 3 financial years shall minimum Rs.3 crores. Certificate issued by auditors of the firm / Chartered Accountant must be submitted.
- d) Pan card of registered firm/company.

- e) Letter of Application as per **Annexure-1**.
- f) Demonstration of Relevant technical and financial capacity as per the attached format in **Annexure-2**.
- g) Copy of service tax registration and VAT registration.
- h) Memorandum of Company/Partnership Deed.
- i) Proof of work orders, work completion certificate of similar type of work should be submitted.
- j) Declaration/ Undertaking against the documents submitted by Bidder.

Part-2 Financial Bid

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

The Bidders are advised to physically visit the sites for transportation, commissioning etc. of Jet Skis 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.

If 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 atleast 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.

TIME TABLE

Tender No: No.MTDC/Advt/ Swadesh Darshan/Equip./Jet Ski/A-289/2016.

SUPPLY OF JET SKIS WITH TROLLEY OF REPUTED MAKE AT VARIOUS LOCATION OF MAHARASHTRA.

Date of issue of Tender forms	: 01.08.2016 between 12.00. a.m.
Pre-Bid Meeting	: 12.08.2016 between 03.00. p.m.
Due date and time for receipt of Tender	: 26.08.2016, 1.00 P.M.
Date and Time for opening of Tender (1 st Envelop)	: 29.08.2016, 3.00 p.m. P.M
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 ó 06 (Six) 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 6 (Six 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 tenderer shall furnish an undertaking that the goods are legally imported in the country.
- 5.4 The Tenderer 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 by tenderer is found false the purchase order will automatically be cancelled and EMD/Performance bank guarantee submitted by the tenderer will be forfeited.
- 5.5 The tenderer 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 shall 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.
- 5.8 **The successful bidder shall have to submit Performance guarantee Rs, 700000/- (Rupee Seven lakh only) in the form of D.D of Nationalize bank.**
- 5.9 **For the performance guaranty amount and EMD, bidder shall get any kind of Intreast.**
- 5.10 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.
- 5.11 Suppliers should carefully read the technical specification before uploading their documents.
- 5.12 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.

- 5.13 Price Bid of only that bidder would be opened who are qualified in the Technical Bid.
- 5.14 The Supplier has to supply the Jet Skis at destinations as per the list.
- 5.15 Testing and commissioning of the equipment purchased are to be done by supplier. However, the tenderer shall get their boats certified by MMB by providing all necessary documents, certificates as demanded by MMB.
- 5.16 Even in cases where in alternate purchases are arranged for the equipments not supplied, the proportionate portion of the Bank Guarantee based on the cost of the equipments not supplied at the rate shown in the Tender of the defaulters shall be forfeited and balance alone shall be refunded.

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 1 % of the delivered price of the delayed Jet Skis or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract prices of the delayed Jet Skis or services. Once the maximum is reached the purchaser may consider termination of the contract at the risk and cost of the contractor.

- 5.17 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.
- 5.18 E.M.D. and performance guarantee will not bear any interest, what so ever.
- 5.19 All the payments to the supplier of the Jet Skis shall be made by the MTDC and shall be made by RTGS subject to statutory deductions.

5.20 **Payment terms.**

- 5.20.1) 80% payment will be made after successful delivery and Commissioning (70 % Delivery and first ride + 10 % after the commissioning and running of 30 days, including obtaining necessary certificate from Mumbai Maritime Board to run the boat).
- 5.20.2) 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 tenderer 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.

5.21. 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.

5.22 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 of 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 Authority to the supplier of the Jet Skis, 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 be recovered from him under the provisions of the relevant Indian Act in force in the State.

5.23 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 otherwise 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.

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.

- 5.24 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.
- 5.25 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.
- 5.26 The Bidder shall undertake to supply equipments according to the standard specifications given in the Tender.
- 5.27 No representation for enhancement of rates once accepted will be considered.
- 5.28 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.
- 5.29 The prices quoted should be **inclusive of all statutory taxes**. 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.
- 5.30 The Bidder will invariably furnish the following certificate with their bills for payment: öCertified that the goods on which Sales Tax Act per the State Sales Tax Act or the Rules made there under and the charges added on account of sales tax on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made hereunder. Certified further that we or Branch or Agent. ö

(Address)

_____ are registered as dealers/suppliers in the State of Maharashtra or _____ under Registration No. _____ for the purpose of Sales Tax/VAT.ö

- 5.31 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.
- 5.32 The tenderer shall have own service centre with factory trained service technicians for repairs and maintenance. Tenderer 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. Tenderer having Service station in Maharashtra will be preferred.
- 5.33 The initial registration of the Jet Skis 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.
- 5.34 The successful bidder after supply of the Jet Skies 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 tenderer.

Chapter 6

Qualification Criteria:

- 6.1 The tenderer 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 Tenderer 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.
- 6.2 In case of a foreign manufacturer, the tenderer must furnish an undertaking that the goods are legally imported in the country.
- 6.3 The tenderer 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 The bidder must have an India wide presence, preferable in Maharashtra Mumbai.
- 6.5 The Tenderer 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.
- 6.6 The tenderer must in the business of Boats, past 3 years (Provide COI, MOA & MOM details for the same).
- 6.7 The tenderer has to submit a Solvency Certificate from a Scheduled Bank / Foreign Bank for minimum Rupee 100 lakh (Ruppe Handred Lakh only).
- 6.8 The tenderer shall have adequate experience of successful supply and / or manufacture of speed boats and similar type of products service support in the past 3 years to Government departments. /Private sector units.
- 6.9 The Tenderer should be registered under the service tax and CST department.
- 6.10 The tenderer shall have own service centre with factory trained service technicians for repairs and maintenance. Tenderer should submit relevant details about the service team along with details of after sales service organization chart, location of service center, man power, and qualification of technicians to be submitted along with the tender. Tenderar having service station in Maharashtra will be preferd.
- 6.11 The tenderer must meet all the Qualification Criteria of the Tender and non-adherence to the Qualification Criteria shall make the Tender liable to be rejected.
- 6.12 Preference will be given to Indian Manufacturer under the GOI 'Make in India' initiative.

Chapter 7
Specifications of Jet Ski
Annexure – A

A) Detailed Technical Specification of Jet Ski:

Personal Watercraft Specification:

Description	Personal Watercraft
Boat Type	Personal Watercraft
Displacement	Displacement shall be Minimum 1200 CC
Type of Engine	4 Stroke
Horse Power	Minimum Horse Power shall be 120 Horse Power.
Cooling Type	Cooling Type shall be Cooling System with Heat Exchanger.
Overall Length	Overall Length shall be Minimum 3.5 Meter.
Beam	Beam shall be Minimum 1.3 Meter above
Seating Capacity	Seating capacity shall be Minimum 3 persons
Fuel Consumption	Fuel consumption shall be 15- 20 litre/hr
Drive / Propulsion	Jet drive
Weight	Weight shall be Minimum 300 kg
No. of keys	No. of keys- 2 (Master key)
Hull & Deck	Long fiber Injected Composite
Fuel requirement	Regular
Warranty	2 Years
Engine protection system	Theft Deterrent system / Should have a system to protect the engine incase of capsizing
Make of Jet Ski	Yamaha, Honda, Kawasaki, and equivalent/similar companies.
Trolley Specification	
Size & Weight	Specifications
Suits To: 3 Seater Jet Ski Trailer & Boat Weight: Minimum 750Kg Trailer Weight: Minimum 165Kg Trailer OA Length: Minimum 4 Metres Trailer OA Width: Minimum 1.70 Metres Distance Between Guards: Minimum 1.250 Metres Chassis Main Beam Size: Minimum 50mm x 70mm	Number of Axles: 1 Axle Type: SHS Wheel Size: 13 Inch - 670Kg Rated Tyre Rollers: 12 Chassis Assembly: Welded Stud Pattern: Ford Lighting: LED Submersible Type Winch Type: Galvanised with Hardened gears, stainless shafts. Webbing/strap type only Bearing Buddies. 13 inch galvanised wheels & brand new light commercial tyres (rated to over 670kg each) 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.

Chapter-8
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,
CDO Hutments, Opp. Yogakshema Bldg.,
Madame Cama Road,
Mumbai - 400 020.

Sub: Appointment of supplier/single Indian Independent Private Limited /Public Company Registered under Companies Act for supply of Jet Skis 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 JET SKIS WITH TROLLEY OF REPUTED MAKE AT GIVEN LOCATIONS OF MAHARASHTRA STATE" (the "Project"), issued by your good office.

(Authorized Signatory of Bidder)

Annexure – 2 Technical Bid /Cover

Tender Notice No.

1. Name of Company/firm
2. Registered Address :
3. EMD ó Detail of or Cash Receipt or copy of National Small Scale Industry Certificate
4. Registration certificate of firm/company along with Memorandum of association
5. Balance sheet details of last three years.
6. Turnover of firm/company of last three years.
7. Pan card of registered firm/company.
8. Brief Bio data
 - i. Giving Company /Firm's history
 - ii. Type of equipment manufactured/Supply.
 - iii. Supply of Equipment made to different Private /Govt. Agencies in last five years.
9. The bidder shall submit scanned copy of following documents:
 - i. Scanned copy of Valid certificate as a Registered Supplier/Dealer/Manufacturer with the Government of Maharashtra in appropriate class as may be applicable in original or attested copy thereof (Attested by a Gazetted Officer).
 - ii. 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 (Re-enacted Act, 1989) from the Sales Tax Department of Maharashtra State, (in original or a copy duly attested by a Gazetted Officer.)
OrA Scanned copy of valid VAT registration certificate and VAT clearance certificate from Maharashtra State Sale Tax Department thereof duly attested by the Gazetted Officer. (Maharashtra Value Added Tax Act 2005).
 - 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) **and** Scanned copy of Details of work of similar type and magnitude carried out by the tenderer. (Information to be given **annexure 3**). The Certificates should be signed by the Authority with whom the supplier/manufacturing has executed the work.
 - iv. Scanned copy of certified copy of Partnership Deed and Power of Attorney, in case of a firm tendering for work. (True copy attested by a Gazetted Officer.)
 - v. Scanned copy of Undertaking of supplier/manufacturing that he had studied all tender documents, conditions and especially work methodology.
 - vi. And all other documents as mention in chapter 1,chapter 2, chapter 3, and chapter 4.

Name & Designation
Of Signing Author

Annexure -3

DETAILS OF WORK OF SIMILAR TYPE COMPLETED BY SUPPLIER/MANUFACTURER/DEALAR.

Name of the Supplier/Manufacturer/Dealer:-

Sr. No	Name of work	Name and Address of the organisation for whom the work was done	Place and Country	Agreement No.	Date of commencement	Tendered cost (Rs. in lakhs)	Total cost work done (Rs. in lakhs)	Date of Completion	Principle Features in brief.
1	2	3	4	5	6	7	8	9	10

Note: This is only a standard form Details are to be furnished in this format in the form of typewritten statements which shall be enclosed in Technical Bid/cover.

Annexure – 4
Financial Bid /Cover

Tender Notice No.

1. **Name of Company / Firms :**
2. **Address :**

Offers

PRICE SCHEDULE FORM

<u>Name of work</u>	<u>Unit</u>	<u>Quoted Rate (Rs.)</u>
Supply of Jet Skies with Trolley of reputed make 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 including commissioning getting certificate from Maharashtra Maritime Board (MMB) and training, etc applicable.	Per Jet Ski	

- Note: 1) Please quote rates in the column given above in figure as well as word. In case of difference/deviation in figure and word, the rate quoted in word shall be final.**
- 2) **Please note that MTDC requires 19 (Nineteen) number of the Jets Skis. However the quantity may increase or decrease by any extent for which no claim /compensation shall be of any nature entertained.**
 - 3) **Trolley of boat should be as per specification & reputed make.**

Name & Designation
Of Signing Authority