

**National Competitive Bidding (NCB)  
Single Stage Two Cover System**

**BIDDING DOCUMENT for Procurement of Jet-ski Rescue Boats(11Nos) with  
5 (five) years routine maintenance and breakdown maintenance under  
Development of Integrated circuits around specific themes & promotion of  
beach Tourism in Tamil Nadu - Swadesh Darshan scheme**

**Volume 1-Technical Bid**

Issued on : 10.09.2018  
Invitation for Bids No. : 2690-J-2/Engg/2018

**Project Cost: Rs.164.46 Lakhs**

**Employer  
The Chairman & Managing Director,  
Tamil Nadu Tourism Development Corporation Limited,  
Tamil Nadu Tourism Complex,  
2, Wallajah Road,  
Chennai – 600 002, Tamil Nadu**

**Telephone: +91- 44-, 25333851-85**

**Email: [ttdc@vsnl.com](mailto:ttdc@vsnl.com)**

For and on behalf of Tamil Nadu Tourism Development corporation sealed tenders are invited by the Chairman & Managing Director, Tamil Nadu Tourism Development Corporation from the established manufacturers/ their distributors/authorized dealers for the Supply of **Jet-ski Rescue Boats(11Nos) with 5 (five) years routine maintenance and breakdown maintenance** for the purpose of search and rescue operation, specified hereunder and as per the specifications, terms and conditions mentioned in schedule A of this tender document for the following locations :

- |                       |       |
|-----------------------|-------|
| 1) Besant Nagar Beach | 2 Nos |
| 2) Mamallapuram Beach | 4 Nos |
| 3) Manapad Beach      | 1 No  |
| 4) Manakudy           | 4 Nos |

## ELIGIBILITY CRITERIA

1. The tenderer should be a single Indian Independent Private Limited or Public Company Registered under Companies Act or Registered Contractor or Firm Competent to enter into contract for License as per Indian Law and meeting the Technical & financial Bid criteria may submit their tenderer.
2. The manufacturing company should be certified by a surveyor from Indian Register of Shipping (IRS) and should produce a certificate to this effect.
3. Tenderer should be an ISO certified 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 (OEM) mentioning this particular Tender in its authorization letter. The name of item should be clearly mentioned in the authorization letter.
4. The bidder must have an office and team in Tamil Nadu.
5. The Tenderer should not have been debarred as supplier of the same or similar goods by Indian Navy / Army or any other Department of the Government of India or any State Government.
6. The tenderer should in any business of Rescue Equipment Supply, Boats, Yachts manufacturing and dealership/distributor of Marine and water sports sector for the past 5 years Valid MOA to be attached.
7. The tenderer shall have adequate experience of successful supply and / or manufacture of boats and similar type of products service support in the past 5 years to Government departments.
8. The Tenderer (Manufacturer/Dealer/Supplier/Class I Contractor) shall have executed at least one single order for any kind of boats/ boating/Rescue/ equipment in the past 3 years for any Government/Private organization worth minimum Rs.82 Lakhs or attach proof having sold not less than 9 (Nine) number of Jetski Rescue boat in the past 3 years (Apr 2015- March 2018) for any Government/ Private organization.
9. The average annual turnover of the tenderer during the last 3 financial years shall minimum Rs.1.65 crores. Certificate issued by auditors of the firm / Chartered Accountant must be submitted along with tender.
10. The Tenderer should be registered under the GST department.
11. The tender shall have necessary after sales service facilities with workshop – trained team of technicians for repairs and service of boat & engines. 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 along with principle product training certificate to be submitted along with the tender.
12. The tenderer must meet all the Qualification Criteria of the Tenderer and non-adherence to the ‘Qualification Criteria’ shall make the tender liable to be rejected.
13. All pages of the Bid including where entries or amendments have been made shall be signed by the person or persons signing the Bid and submitted.

**Jet-ski Rescue Boats (11Nos) with 5 (five) years routine maintenance and breakdown maintenance with 5 (five) years routine maintenance and breakdown maintenance FOLLOWING SPECIFICATIONS MUST BE CONSIDERED AS A GUIDELINE, AS MENTIONED IN ANNEXURE A :-**

<b>TECHNICAL SPECIFICATIONS FOR JETSKI RESCUE SPEC</b>	
<b>ITEM</b>	<b>DESCRIPTION</b>
Length	3 M (+/- 5%) (Bigger Dimensions will be preferred)
Breadth	1.2 M (+/- 5%) (Bigger Dimensions will be preferred)
Height	1 M (+/- 5%) (Bigger Dimensions will be preferred)
Engine Type	04 Stroke
Performance	65 KW (+/- 10%)
No of Cylinder	03
Engine Displacement	Min 1000 CC
Type of Fuel	Petrol
Total persons on board :	3 Person
Hull material	FRP/Polymer Composite
Fuel Tank capacity	50 Litres Minimum
Storage Hatch	Min. 100 Litre. Capacity
Body & Hull Construction	FRP/ Polymer Composite
Hull shape	Moderate V Hull
Standard hardware :	Cushioned Seats, Digital Speedo meter with RPM display, Handle mounted with Accelerator & Bow Tow Hook
Accessories.	Imported Galvanized Steel Jetski Trolley with Nylon rollers & Side Indicator & Branded Jet ski Cover, 3 no life jacket, 2 no life buoy, boat hook, 10 meter propylene rope
Warranty	5 (five) years routine maintenance and breakdown maintenance with mandatory spares
Spares Supply:	“Supply of Spares as recommended by the Jetski manufacturer for only preventive scheduled maintenance and breakdown maintenance for a period of 5 years from the date of supply”. Not including service charges, operational wear & tear spares and accidents damaged spares etc.
Tool Kit	Basic tool kit to handle routine maintenance to be provided with each Jet Ski. (One per Jetski)

## CHECK LIST:

### 1. BIDDER TO FILL IN THE CHECK LIST GIVEN BELOW.

(State YES / NO for each item)

1	Whether the Technical Bid and Price bid are submitted in separate sealed covers and both the covers kept in a common envelope	Yes /No
2	Whether Technical Bid in Envelope A contains:	Yes /No
	a) Willingness to procure of <b>Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance</b> at the approved rates by the Government	Yes /No
	b) Letter of Authorization for signing the Tender document	Yes /No
3	Whether the price bid in Envelope – B contains:	Yes /No
4	Filled up and signed Price bid documents in the prescribed format in full with bid amount for each category of of <b>Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance</b>	Yes /No
5	Whether declarations have been given as in Annexure I	Yes /No

Note: Please ensure that all the relevant boxes are marked YES/NO against each column.

Important Note: Bidders must ensure that all the required documents indicated in the tender document are submitted without fail. Bids received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.

### SALIENT FEATURES OF THE TENDER:

i)	Tender Inviting Authority, Designation Address	The Chairman & Managing Director, Tamil Nadu Tourism Development Corporation, No.2, Tourism Complex, Wallajah Road, Triplicane, Chennai-2.
a)	Name of the Commodity	Tender for supply of Supply of <b>Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance</b> for the use of search and rescue operations during adverse weather conditions.
b)	Place of receiving tender	The Chairman & Managing Director, Tamil Nadu Tourism Development Corporation, No.2, Tourism Complex, Wallajah Road, Triplicane, Chennai-2.
c)	Validity of the rates	The Rates shall be valid for one year from the date of execution of agreement
ii)	Tender documents availability place, Cost of Tender Document and due date for obtaining tender	A complete set of the Tender Document in English language may be purchased by interested Bidders on submission of a written application to “The Chairman & Managing Director, Tamil Nadu Tourism Development Corporation Limited” address given above, on payment of a non-refundable document fee of INR 15,000 (Rupees fifteen thousand only) plus 18% GST for the Contract package separately, only in the form of Demand Draft (Indian Rupees only) during 10:00 hours to 17:00 hours on all working days starting from 10.09.18 to 24.09.18. Further the Tender Document may also be downloaded from the website <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> and <a href="http://www.tamilnadutourism.org">www.tamilnadutourism.org</a> The method of payment of document fee will be in the form of Demand Draft in favour of “The Chairman & Managing Director, Tamil Nadu Tourism Development Corporation

		Limited” payable at Chennai. In case the Bidding Document is downloaded from the website, the document fee has to be paid along with the Bid as a separate instrument other than that of Bid security.
iii)	a) Estimated Cost	Rs.1,64,46,000/-
	b) Earnest Money Deposit (EMD)	Rs.1,65,000/-
iv)	Mode of Payment	The EMD/Bid security shall be in the form of “Bank Guarantee” or “Fixed Deposit Receipt”. The Fixed Deposit Receipt Shall be drawn in favour of The Chairman & Managing Director, Tamil Nadu Tourism Development Corporation Limited, payable at Chennai.
v)	Pre-Bid meeting	Pre-bid meeting with the Bidders will be held at Office of The Chairman & Managing Director, Tamil Nadu Tourism Development Corporation Limited, Tamil Nadu Tourism complex, at No.2 Wallajah Road, Chennai –600 002 on 17.09.2018 at 11:00 hours for this Contract. Bidders interested in participating in the pre-bid meeting are advised to attend the same.
vi)	Last Date and Time and Place of Submission of Tender	Sealed Tender must be delivered at the address above on or before 25.09.2018 (15:00 hours). Technical bid must be accompanied by an EMD in requisite form for an amount as indicated in the Tender document.
vii)	Date, Time and Place of opening of Technical Bid	Technical Bids will be opened on the same day 25.09.2018 (15:30 hours) in the presence of the bidders or bidder’s representatives who choose to attend. In the event of the specified date of bid submission/opening being declared a holiday for the Employer, the bids shall be received and opened at the same time and place on the next working day. Late bids shall be rejected.

## SECTION-I

### 1. INSTRUCTIONS FOR SUBMISSION OF TENDERS:-

- a) Tenders should be submitted in duplicate in the format (SCHEDULES) as prescribed in schedules A, B and C in the document. The tender should be addressed to The Chairman & Managing Director, Tamil Nadu Tourism Development Corporation, No.2, Tourism Complex, Wallajah Road, Triplicane, Chennai-2.
- b) The capability of the MANUFACTURERS / THEIR DISRIBUTORS /AUTHORIZED DEALERS such as the Profile of the company with main authorized dealer, turnover, the brand of materials and capacity to Supply of **Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance** should be filled up completely in the format prescribed in the Schedule A (Annexure 1 & II). If the tenderer, is authorized Distributor / Main dealer, then a copy of authorization letter should be enclosed.
  1. The bidder, if, manufacturers should have a working base in India. They should have been in India for more than 10 years with required office with sales and technical support in India. The tendering authority will verify the same by visiting the facility.
  2. The tenderer shall provide the brand name as per the specification.
  3. The details of samples produced products demonstrate should be filled in the Annexure "A".
  4. The schedule of prices guaranteed technical particulars should be fitted up in complete shapes in the format prescribed in the Schedule B.
  5. Any and all the exemption which the tenders may have, in any of the clauses in the specification and general conditions of service should be clearly outlined in the schedule of deviation, Schedule C. Failing which the offer will be deemed to conform fully to the specifications and general terms and conditions.
  6. The bidder must bid for all products that are available with them and not necessarily all items.
  7. It may be noted that the tenders not containing full particulars called for in complete shape are liable to be rejected. Tenders not properly authenticated by the tenderer will be rejected. Tender documents should be duly signed by the tenderer in all pages.
  8. The tenders shall be valid for a period of 120 days from the date of opening of the tender. Tenders valid for a period shorter than 120 days are liable to be rejected.
  9. The tender should be received on or before the notified date and time fixed.
  10. Technical Details (Cover A), Price Bid (Cover B) shall be in separate sealed envelopes, each marked as Cover A and Cover B. The two covers shall be put into another sealed enveloped superscripting there on "Tender for the Supply of **Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance** to the Tamil Nadu Tourism Development Corporation" The envelope should be addressed to the

The Chairman & Managing Director,  
Tamil Nadu Tourism Development Corporation,  
No.2, Tourism Complex, Wallajah Road,  
Triplicane, Chennai-2

with the names of the tenderer submitting the tender.

## **2. CLARIFICATIONS OF THE TENDER**

- a) A prospective Bidder requiring any clarification in the Tender may address the Tender Inviting Authority by letter/ Fax/ Email before 2 days of the pre-bid meeting. The Chairman & Managing Director, Tamil Nadu Tourism Development Corporation will respond in writing to any request for clarification in the Tender.
- b) A pre-bid meeting will be held at 11.00 AM on 17.09.2018 for addressing the clarifications of the Bidders on the date and time mentioned in the Tender. The Bidders are requested to participate in the pre-bid meeting and get the clarifications.

## **3. COST OF TENDER DOCUMENT:**

- a) A complete set of the Bidding Document in English language may be purchased by interested Bidders on submission of a written application to “The Chairman & Managing Director, Tamil Nadu Tourism Development Corporation Limited” address given above, on payment of a non-refundable document fee of INR 15,000 (Rupees fifteen thousand only) plus 18% GST for the Contract package separately, only in the form of Demand Draft (Indian Rupees only) during 10:00 hours to 17:00 hours on all working days starting from 10.09.2018 to 24.09.2018.

## **4. EARNEST MONEY DEPOSIT (EMD)**

- a) Each bidder must pay an Earnest Money Deposit of Rs.1,65,000/- (Rupees One lakh and sixty five thousand only) by Demand Draft / Banker's Cheque drawn in favour of The Chairman & Managing Director, Tamil Nadu Tourism Development Corporation, Chennai-2.
- b) Tenders not accompanied by the EMD for the notified amount in the form prescribed shall be summarily rejected.
- c) The Earnest Money Deposit of unsuccessful tenderers will be returned after the finalization of tender within a reasonable time consistent with the rules and regulations.
- d) The Earnest Money Deposit furnished for any other tenders by the bidders and if any already available with the Tender Inviting Authority cannot be considered as an EMD for this tender.
- e) The EMD amount held by the Tender Inviting Authority till it is returned to the unsuccessful Bidder will not earn any interest thereof.
- f) The EMD amount of successful Bidders will be retained as a part of Security Deposit (SD) for successful execution of the project.
- g) Any bid not secured with the EMD amount will be rejected as non- responsive.
- h) The EMD amount shall be forfeited if:

The Bidder withdraws the bid during the period of bid validity specified in the tender (or) in the case of the successful Bidder, if the Bidder fails to sign the contract or to remit Security Deposit or adhere to the time schedule.



## 5. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid and the buyer will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## 6. SUBMISSION OF TENDER

Submission of Tender - Two cover bid system will be followed.

## 7. GENERAL INSTRUCTIONS

- a) The Tender envisages two stage Bid system viz. (1) Technical Bid and (2) Price Bid. The tenderer should clearly write these details on the covers without fail.

The first stage enables the buyer to know whether the Bidder is technically competent and capable of purchasing the **Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance**. Only those who qualify in the first stage would be eligible to take part in the second stage viz. Price Bid. The Price Bids of Bidders who failed in the first stage will not be opened.

- b) The bids should be submitted in two envelopes viz.  
Envelope-A: Technical Bid / PART –A with all declarations as in Annexure I to III  
Envelope-B: Price Bid / PART – B

## 8. DETAILS TO BE FURNISHED IN THE ENVELOPE-A (TECHNICAL BID):

The Bidder shall furnish as part of the Technical Bid in Envelope- A, the following

- a) Demand Draft / Bankers' cheque towards EMD Amount.
- b) Letter of Authorization for signing the Tender document.
- c) Documents establishing the Bidder's eligibility to bid as per eligibility criteria
- d) All the required documents for Eligibility Criteria and other documents wherever insisted in the Tender.
- e) Other details to be furnished by the bidder as in Annexure-I

## 9. COMMERCIAL ASPECTS

### 1. Price:

The price shall be for delivery F.O.R.( Freight on road) destination any Coastal Districts in Tamil Nadu inclusive of freight and insurance. In addition, the Ex. works price should also be indicated separately. The prices should inclusive of GST in force and these elements of cost should be indicated separately. The prices shall be kept firm during the entire period of contract. It is the responsibility of the tenderer to inform the correct rates of duty leviable on the materials at the time of tendering. If the rates arrived by the tenderer are less than the current market rates at the time of tender, the Department will not be responsible for the mistake and the difference will be to the credit of the Department. If, however, statutory alterations are made on the current rates prevailing of the time of tendering, the difference always will be to the financial advantage of the Department.

## **10. GST Tax: Quoting Rates by Bidders including GST**

1. Certified that we are registered as Manufacturer/ Distributor / dealer under GST Act and our registration No. is.....(Schedule A)
2. Government of India has notified vide Notification No. 20/2017 – Central Tax (Rate), dated 22nd August, 2017 and Notification No. 24/2017 Central Tax (Rate), dated 21st September, 2017, the concessional rate of the Goods and Services Tax (GST) is leviable for any Government Contract, whether Civil or Electrical, irrespective of the Goods and Services Tax (GST) rate applicable on purchase of goods used in the execution of Government Contract.
3. Goods and Services Tax (GST) Registration and addition of GST in bills:  
“The Bidder should be required to indicate their GST registration number under the Goods and Services Tax (GST) Act 2017 in the tender form. The Central Goods and Services Tax (CGST) Act 2017, the Integrated Goods and Services (IGST) Act 2017 and the Tamil Nadu Goods and Services (TNGST) Act 2017 have been enacted and enforced from 01.07.2017. Under the new tax regime, GST (comprising CGST, SGST and IGST) as per the Tamil Nadu Goods and Services (TNGST) Act 2017, with effect from 01.07.2017.
4. For every Bill, GST will be paid to the Bidder by the Employer. After the payments including GST, the Bidder should pay the GST Amount to Government through his GST Registration No. to the Employer.
  - a) First Bill Payment:  
“At the time payment for first running account bill, the Bidder should produce the GST paid details on goods (Materials) to the Employer for ITC.”
  - b) Intermediate Bill Payment:  
“At the time payment next running account bill, the Bidder should produce the GST paid details of services up to previous bill payment (i.e. GST paid detail for the previous work bill) along with Input Tax Credit (ITC) availed at the time of payment of intermediate bill to the employer.”
  - c) Final Bill Payment:  
“The Bidder should produce the GST paid details for all the materials used for construction work and GST paid details of services for the up to previous payment (i.e. GST paid detail for the up to previous work bill) to the Employer along with Input Tax Credit (ITC) availed at the time of payment of final bill to the employer.”
  - d) Submission of GST paid details of Final Bill  
“The GST paid details for the final work bill payment of construction work to be submitted by the Bidder to be employer in few days after getting payments”.

## **11. Excise Duty:**

Excise duty applicable at the time of Tender shall be shown distinctly/ along with quoted rates in Schedule-B. Approximate excise duty leviable in accordance with the provisions of the relevant Central Excise Act Notification will be paid at actual on production of relevant vouchers.

## **12. Insurance:**

The Manufacturer /Distributor / Authorized dealer shall as far as effect insurance of all the items being supplied by them through the insurance and shall cover transit risk and storage of 60 days and shall also cover till supplying time.

## **13. Guarantee:**

The Manufacturer shall guarantee among other things that the quality of materials for 60 months is as per the specifications mentioned in SCHEDULE A

## **14. Maintenance:**

1. The scope of maintenance work includes routine maintenance including mandatory spares as per manufacturer's guidelines. Therefore, it covers regular maintenance with prescribed level of maintenance service , adjustments, settings, etc., The preventive maintenance shall be carried out in a required sequence for which , trained personnel shall be appointed who are fully conversant with operation and maintenance including mechanical, technical, electrical and hydraulic circuit system of the unit .
2. Preventive Maintenance Schedule a) Daily b) Weekly c) Monthly d) Bi-Yearly e) Yearly shall be furnished during tender which shall be strictly complied during 5 years
3. Towards this, the tenderers are requested to submit a Comprehensive Maintenance Schedule. The tenderer shall on being awarded the contract ensure deployment of suitably trained Mechanics, Drivers ( also called as operators) and make available all necessary Hand Tools, Special Tools, Servicing and Lubricating Machine etc.
4. In case of major servicing, the Boats will be taken by the Bidder to workshop of the Bidder. However, all the expenditure required to be paid by the successful Bidder.
5. The AMC inclusive of spares for period of 5 years is indicated separately in the quot. The AMC with spares shall cover the routine maintenance and breakdown maintenance of Jet-Ski being applied. The AMC with Spares shall also cover various lubricants, lube oils, filters and other consumables during maintenance.
6. Successful tenderer should be imparted training for operating the boats to group of personals.

## **15. Documents and Certificates:**

The following documents and certificates shall be furnished to The Chairman & Managing Director, Tamil Nadu Tourism Development Corporation in cover-1 (Technical bid)

1. Turnover of the Manufacturing Company/Authorized Distributor/Dealer duly certified by a Company auditor.
2. The brand of Jet-Ski
3. Capacity to Supply Jet-Ski should be filled up completely in the format prescribed in the Schedule A (Annexure I &II)
4. In the tenderer, is authorized main dealer, and then a copy of authorization letter should be enclosed.

## **16. SIGNING OF BIDS**

- a) If the tender is made by an individual it shall be signed with full name and his full address shall be given. If it is made by a proprietary firm, it shall be signed by the proprietor. In case of partnership firm it shall be signed by the member of the firm in co-partnership name who shall also sign his own name and furnish the name & address of each member of the firm.

- b) The bids shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid shall be signed by the person or persons signing the bid.
- c) Any alterations or corrections shall be treated valid only if they are authenticated by full signature by the persons or person authorized to sign the bid. Tender documents should be free from overwriting.

**Note:** that if the tenderer despatches the materials/arranged for labours to be used for his services without the prior intimation and acceptance of The Chairman & Managing Director, Tamil Nadu Tourism Development Corporation, it is the responsibility of the Contractor. In this case, if the contractor incurs any freight and demurrage charges, it will be the responsibility of the contractor.

#### **17. DETAILS TO BE FURNISHED IN THE ENVELOPE- B (PRICE BID):**

Firm Prices must be quoted only in the format as given in the Price Bid Form (Please see the "PART-B- PRICE BID").

#### **18. MODE OF SUBMISSION:**

- a) Both the covers must be sealed separately and super scribed with Tender number, due date and Name of the Envelope on the respective covers (Technical bid / Price bid). Both Envelopes viz. (Envelope-A- Technical bid, Envelope-B – Price Bid) must be put in a Separate cover, duly sealed and must be super scribed "Tender for the Supply of **Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance**. It shall be addressed to the Tender Inviting authority as in (i).
- b) The Tendered sealed cover must be dropped in the Tender box kept in the Office of The Chairman & Managing Director, Tamil Nadu Tourism Development Corporation, Wallajah Road, Chennai 2 on or before the due date and time.
- c) Alternatively, the Tenders must reach the Tender Inviting Authority, Chennai on or before the due date and time by registered post/courier. The Tender Inviting Authority, Chennai will not be liable or responsible for Postal / Courier delay, if any.
- d) The Tenders received after Due Date and Time or in Unsealed or incomplete shape or Tenders submitted by Facsimiles (FAX) or by Electronic mail will be summarily rejected.
- e) A Bid once submitted shall not be permitted to be altered or amended.

#### **19. OPENING OF TENDERS**

##### **Tender Opening:**

- a) Tenders will be opened at the prescribed date and time in the presence of Bidders or their representatives who choose to be present. The representatives of Bidders must bring the authorization letter from the Bidders for attending the Tender opening. Not more than two representatives for each Bidder would be allowed to take part during the bid opening process.
- b) Envelope-A containing Technical Bid would be opened first. Eligibility Criteria such as payment of EMD and compliance with pre-eligibility criteria as per clause 5(a) of the tender conditions will be checked. The supporting documents would be cross checked wherever required.
- c) Only the Technical Bid will be opened on the due date.
- d) Tenders non -compliant with any of the tender terms will not be considered for the next stage i.e. for opening of the Price Bid.
- e) The date, time and venue of opening the Price Bid will be intimated separately.

## **20. Period of Validity of Bids**

- a) Bids shall remain valid for a period of 120 days after the last date for bid submission mentioned in the Tender. If the bid validity period is shorter than 120 days, the bid will be rejected as non-responsive.
- b) In exceptional circumstances, the Purchaser may solicit the Bidder's consent for an extension of the period of validity. The request and the responses there to shall be made in writing.

## **21. TENDER EVALUATION CRITERIA:**

The evaluation of Tenders will be done by a Tender Evaluation Committee as nominated by the Government.

## **22. Technical Bid evaluation.**

Bidders will be eligible for further processing only if they fulfil the following criteria:

- a) Submission of EMD.
- b) Compliance with the eligibility criteria indicated, the Tenders that do not conform to the Tender conditions or Tenders from persons without adequate financial capabilities shall be rejected. The Eligible Bidders alone will be considered for further evaluation.

## **23. Price bid Evaluation cum Auction:**

Opening of Envelope-B Price Bid:

Bidders who are qualified in Technical Bid (Envelope-A) only will be called for Price Bid opening and Auction. The technically qualified Bidders alone will be informed of the date and time of opening of the Price Bid and their Price Bids alone will be opened on the due date and time in the presence of the Bidders or their authorized representatives who choose to be present. Bidders are requested to fill all the items in the Price schedule (Part II B – Price bid cum auction) and no column should be left blank. If any item found blank the price bid will be treated as a disqualified one and not taken up for price evaluation. The decision of the Chairman & Managing Director, Tamil Nadu Tourism Development Corporation, will be final in this regard.

## **24. REJECTION OF TENDERS:**

The tender is liable to be rejected if it is;

1. Not in the prescribed form as per clauses.
2. Not accompanied by the requisite EMD.
3. If the conditions are not fulfilled or incomplete in any respect
4. If any correction not duly dated, initialled by the tenderer
5. Not properly signed by the tenderer.
6. From any black listed firms or Manufacturer's list
7. Received after expiry of the due date and time
8. Not in conformity with the department's technical specifications.
9. Not furnished two covers one containing technical bid and other containing price bid.
10. From tenderer who is directly or indirectly connected with Government service or local authority.
11. From a tenderer whose past performance or service rating is not satisfactory.

## 25. NEGOTIATION

The Chairman & Managing Director, Tamil Nadu Tourism Development Corporation right to negotiate with the Bidder .

## 26. ACCEPTANCE OF TENDER

- a) The final acceptance of the Tender/ bid amount for **Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance** are entirely vested with the Government of Tamil Nadu.
- b) On acceptance of the tender by the Chairman & Managing Director, Tamil Nadu Tourism Development Corporation, Wallajah Road, Chennai 2, on behalf of the Government shall deal with other required procedures, like issuing orders accepting the bid quoted by the lowest bidder, execution of agreement, etc.
- c) After acceptance of the Tender by the Government, the Bidder shall have no right to withdraw his Tender or claim higher price. The Tender accepting authority may also reject all the Tenders for reasons such as changes in the scope of procurement, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.
- d) After acceptance of the Tender, the Chairman & Managing Director, Tamil Nadu Tourism Development Corporation, would issue Letter of Acceptance (LOA) only to the Successful Bidders.

## 27. RIGHTS OF THE TENDER INVITING AUTHORITY/ TENDER ACCEPTING AUTHORITY:

- a) The Government reserves the right to accept or reject any or all of the Tenders in full or in part, without assigning reasons there for.
- b) The Government reserves the right to accept the rate quoted by the lowest bidder of **Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance**
- c) The Government reserves the right to sell the entire quantity / decide on the percentage to be purchased in each category, if the same rate is quoted by more than one lowest bidder in the auction.
- d) If it comes to the knowledge of the Tamil Nadu Tourism Development Corporation and if found / proved that any of the intending Tenderer is colluding with other intending tenderers to under- quote the tender, leading to loss to the Department or to stall the tender processes such tenderers will be disqualified and banned from participating in any of the future tenders of the Tamil Nadu Tourism Development Corporation and action will also be taken to ban from participating in any other Government tenders.

## 28. RIGHT OF THE DEPARTMENT:

The department reserves the right to

1. To verify the samples, as to whether they are in conformity with the Technical specifications approved by the committee before opening the price bid Cover-2.
2. Only on acceptance of the samples, the concerned price bids will be considered.
3. Revise the quantum of supply at the time of placing order, as per the rules in force.
4. Relax of value any one of the conditions stipulated in the tender specification wherever deemed necessary in the best interest of the Department for good and sufficient reasons to be recorded in writing. The competent authority to decide the tender reserves this right.
5. Reject any of all the tenders without assigning any reason thereof.

6. Negotiate with the successful tenderer, as per the provisions of Tamil Nadu Tender Transparency Act.

### **29. FORFEITING OF EMD:**

The EMD made by the tenderer will be forfeited if the successful tenderer;

1. Tenderer either fails to remit the security deposit or backs out of the tender bid.
2. Withdraws his tender after acceptance.
3. Withdraws his tender before the expiry of the validity period of the tender.
4. Violates any of the provisions of the terms and conditions of the Tender specification.
5. Fails to execute necessary agreement as prescribed with the period specified.

### **30. PAYMENT OF SECURITY DEPOSIT (SD):**

- a) The Successful Bidders will be required to remit the Security Deposit equivalent to 5% of the total contract value, inclusive of EMD amount. The SD should be paid by way of Demand Draft payable in favour of the Chairman & Managing Director, Tamil Nadu Tourism Development Corporation, Wallajah Road, Chennai 2, payable at Chennai or in the form of unconditional irrevocable Bank Guarantee, which is valid upto five year.
- b) Return of Security Deposit & Retention Money:
  - 1) The return of SD shall start after 1 year of operation and maintenance (from date of issuance of Completion Certificate) as specified in Detailed Tender Notice.
  - 2) The SD shall be released on successful completion of operation and maintenance period as specified in Detailed Tender Notice. Starting from completion of year 1 of O&M, the SD shall be returned at the rate of 1% every year (Total 5 % in 5 years) after submission of equivalent Bank Guarantee by the contractor for balance period of operation and maintenance.

### **31. EXECUTION OF AGREEMENT:**

- a) The successful Bidder is required to execute an Agreement for fulfilment of the contract in stamp paper worth Rs.100/- within a period of 30 days from the date of issue of letter of acceptance. Along with the Agreement, the required Security Deposit shall be remitted.
- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof.
- c) All incidental cost of signing of Agreement should be borne by the successful bidder.

### **32. ACCEPTANCE OF BID AND ISSUE OF ORDER:**

- a) After successful execution of the Agreement and payment of Security Deposit, "ISSUE OF ORDER" for **Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance** mentioning the quantity of each category, accepted bid value will be issued to the successful Bidders by the Chairman & Managing Director, Tamil Nadu Tourism Development Corporation.
- b) The successful bidder should remit the total value of each category of **Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance**

arrived at based on the bid price adopting the procedure mentioned in the agreement within a period of 30 days from the date of issue of order.

- c) Procurement of rescue boats from Original Equipment Manufacturer (OEM) firm or its authorised firm in India (in case if the OEM firm is abroad based) may be recommended to ensure the continuity of service through trained Engineer/ Technician with availability of original spares even after the terminated of warranty period. This will help in maintaining the procured assets in operational condition for prolong time. Further the same Original Equipment Manufacturer (OEM) or its authorised firm shall provide subsequent annual Maintenance Contract with spares which can be subsequently taken up with the Govt. of Tamil Nadu Separately.
- d) An undertaking from the bidding firm to position its authorized representative at the place where the procedure assets being planned to be based/ used may be taken during bidding procedure to facilitate prompt services during the warranty period and even after warranty i.e. through Annual maintenance contract (AMC) with spares.

### **33. PAYMENT TERMS:**

- i. Mobilization advance 10 % will be paid on submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period)
- ii. 90% Payment will be effected to the successful tenderer on successful completion of intended quantity against certificate of satisfactory completion of supply by the authorized officer in Tamil Nadu Tourism Development Corporation and Additional Director, General of Police, Coastal Security Group Tamil Nadu and Consultant.

### **34. CONTRACT PERIOD:**

The Supply of **Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance** should be completed within 3 months from the date of entering into contract. This time schedule will be deemed to be the essence of the contract.

If the bidder is unable to Supply the **Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance** within the stipulated time limit, the Tender Accepting Authority may in his absolute discretion allow such additional time as he may consider justified with or without liquidated damages and without altering the other terms and conditions of the contract. In the event of the failure of the bidder to take the supply of materials within the stipulated time or the extended time, as the case may be, except for the causes mentioned, the Tender Accepting Authority shall be entitled to recover from the contractor by way of liquidated damages a sum of 1% of the value of the order for the work entrusted remaining to be executed, for each and every week or part of the week during which the supply has been delayed subject to a maximum of 10% of the value of the order.

### **35. PENALTY CLAUSE**

- a) Forfeiture of EMD/SD: If the successful Bidder fails to act according to the Tender conditions or withdraws the offer after their tender has been accepted, their EMD/SD will be forfeited.
- b) If the accepted Bidder fails to remit the SD within the above said period, the EMD remitted by him will be forfeited and their Tender will be held void. The Chairman & Managing Director, Tamil Nadu Tourism Development Corporation, will have the right to negotiate with the bidder/call for retender.



- c) Penalty for delay in taking delivery:  
In case of failure in Supply of **Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance** within stipulated period as mentioned in the agreement, 5% of the total value of the defaulted quantity will be claimed as penalty. For inordinate delays beyond 30 days and after 45 days mentioned in the agreement, the order will be cancelled, Security deposit will be forfeited and contractor will be black listed.

### **36. RELEASE OF EMD:**

The EMD amount paid by the Successful Bidder will be adjusted towards the part of Security Deposit payable by him. The EMD amount of the unsuccessful Bidder will be refunded after finalisation and issue of firm purchase order to the Successful Bidder.

### **37. RELEASE OF SECURITY DEPOSIT:-**

The Security Deposit will be refunded to the Successful Bidder after supplying the **Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance** subject to satisfaction of the Tamil Nadu Tourism Development Corporation. Such completion would be arrived at when the entire quantity is supplied by the tenderer as per the contract period of agreement plus 30 days.

### **38. JURISDICTION FOR LEGAL PROCEEDINGS:-**

No suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any of the Court of Chennai. It is agreed that no other Court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case any part of cause of action arises within the jurisdiction of any of the Courts in Tamil Nadu and not in Court in Chennai City, then it is agreed to between parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other Court outside Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Courts.

Chairman & Managing Director  
Tamil Nadu Tourism Development Corporation

**SCHEDULE –A**  
**TECHNICAL BID (Part A – To be enclosed in Envelope A)**

**DETAILS TO BE FURNISHED BY THE BIDDER**

The Bidder shall furnish in the following details without fail:

<b>S.No.</b>	<b>Item</b>	
1	Specifications of <b>Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance</b> to be supplied	As in Annexure
2	Name of the Manufacturer / Distributor / Authorized dealer	
3	Whether the firm is a manufacturer / Distributor / Authorized dealer relevant documentary evidence duly attested, a) Telephone No. b) Fax No. c) Mobile No d) Email No. of years of experience in the Supply of <b>Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance</b> with documentary evidence.	
4	Whether the Supply of <b>Jet-Ski (11 Nos) with 5 (five) years routine maintenance and breakdown maintenance</b> are certified for its specification by IRS/IACS member. Proof should be attached.	
5	Balance sheet and Profit and loss account for the last 3 years (from 2015-2016 to 2017-18) duly audited and certified by a certified Chartered Accountant.	
6	Last income tax clearance certificate Annual Turnover for the past 3 years	
7	Registered as GST a) Registration No.	
8	Boat were made during the last three years with cost of supply (copy of supply order to be attached)	
9	Details of EMD enclosed Rs. DD No./Name of the bank/ Date	

(Copies of evidence enclosed)

Manufacturer /Distributor/Authorized dealer

**SCHEDULE – A**  
**(Part B– To be enclosed in Envelope A)**

Deviation if any to the Schedule A or to Tender clauses if any should be clearly outlined in the Schedule

<b>S.No.</b>	<b>Item to the Tender Documents</b>	<b>Deviation</b>

Manufacturer / Distributor / Authorized Dealer

**ANNEXURE-I**  
**PRODUCTION CAPACITY AND TURN OVER DETAILS**

**1. TURN OVER DETAILS**

The tenderer should furnish his annual turnover in the Tendered. These turn over details will have to be substantiated with the appropriate documentary evidence duly enclosed. The last three years turn over details are furnished as follows:

Name of the Manufacturing Unit /Distributor / Authorized dealership

<b>S.No.</b>	<b>Financial year</b>	<b>Turn over (Rs.in cores)</b>
1	2015-16	
2	2016-17	
3	2017-18	

Proof of the above turn over details should be furnished in the form of Audited Balance sheet of the tenderer. In case, the audited balance sheet is not ready for the current financial year, financial statements duly authenticated by the Company Auditor should be enclosed.

**2. SUPPLY CAPACITY**

<b>S.No.</b>	<b>Name of the Plant / Location of the firm</b>	<b>Supply capacity at a time /month/annum</b>

The tenderer should furnish evidence of Supply capacity with the Tender.

Name of the Company Auditor: Signature  
Company Auditor Seal of the Company  
Auditor  
Address of the Tenderer

Tenderer Seal:  
Date:  
Place: