



Madhya Pradesh Tourism Board
Corporate Identification Number (CIN):
U75302MP2017NPL043078
6th Floor, Lily Trade Wing, Jahangirabad,
Bhopal Madhya Pradesh, India.
Pin code – 462008
Website-www.tourism.mp.gov.in

NIT No.: 3964/Adv/MPTB/2023

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28 June 2023

“REQUEST FOR PROPOSAL
FOR
PROCUREMENT/INSTALLATION OF 9.9 HP PETROL YAMAHA
OBM ENGINE OF MOTOR BOATS AT MAHESHWAR”

MPTB invites offers from agencies “FOR PROCUREMENT/INSTALLATION OF 9.9 HP PETROL YAMAHA OBM ENGINE OF MOTOR BOATS AT MAHESHWAR” from Original Equipment Manufacturer/Authorized Dealer having requisite experience. The detailed terms & conditions can be downloaded from website <https://www.mptenders.gov.in/> or www.tourism.mp.gov.in For any other information contact Mob. No.+91-9407057416 or e-mail. at cs.mptb@mp.gov.in. Last date and Time for online Purchase and submission is 27/07/2023 - 03:00 PM.

Managing Director

**REQUEST FOR PROPOSAL
FOR
PROCUREMENT/INSTALLATION OF 9.9 HP PETROL YAMAHA OBM
ENGINE OF MOTOR BOATS AT MAHESHWAR**



The heart of
Incredible India

**Madhya Pradesh Tourism Board
Bhopal, India
2023**

DISCLAIMER

The information contained in this TENDER document ("TENDER") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This TENDER is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Agency. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This TENDER may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this TENDER.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this TENDER.

The issue of this TENDER does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Agency and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever and cancel the entire bidding process.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

The word "Bid" and "Tender" is used interchangeably in the document.

The word "applicant", "Party", "Agency", "Firm" and "Bidder" is used interchangeably in the document.

Data Sheet

1	Name of the Authority: Managing Director, Madhya Pradesh Tourism Board, Bhopal
2	A Pre-Bid Conference will be held: Yes Date: 13/07/2023 Time: 03:00 PM Venue: Madhya Pradesh Tourism Board, 6th Floor Lily Trade Wing, Jehangirabad, BHOPAL - 462008.
3	Proposal should remain valid for One YEAR from the proposal due date
4	The Agency/Firm is required to include with its Proposal written confirmation of authorization to sign on behalf of the Firm: Yes
5	Method of Selection: L1 basis
6	The Agency/Firm must submit: i. Technical Proposal (To be submitted Online Only) ii. Financial Proposal (To be submitted Online Only)
7	An Earnest Money Deposit (EMD) must be submitted: YES, along with the Bid Proposal.
8	The Amount for EMD: Rs. Rs. 50,000.00 only (Rupees Fifty Thousand only) to be submitted Online Only through MP E Procurement portal (http://mptenders.gov.in) only along with technical proposal.
9	EMD of the bidders not selected will be returned not later than 120 days from Proposal Due Date. The selected bidder's EMD shall be returned upon submission of performance security. Bids not accompanied by the EMD shall be rejected.
10	Performance security: The EMD of the successful bidder will be retained for one year and will be adjusted against performance warranty of 10% of the work order.
11	All correspondence shall be addressed to: Managing Director, Madhya Pradesh Tourism Board, 6th Floor Lily Trade Wing, Jehangirabad, BHOPAL - 462008 Tel: 0755-2780600 Website: www.tourism.mp.gov.in
12	Date for public opening of Technical Proposal: 28-07- 2023 at 03:30 PM
13	Date of presentation: - To be informed
14	Date of opening of financial Proposal: To be informed
15	Cost of RFP document to be paid: Yes, Rs.1000.00 (Rs. One Thousand only) + 18%GST (Rs.180) = Rs. 1,180/- to be paid online only through MP E-procurement portal towards non-refundable EOI Document Fees and Rs. 295/- (Rupees Two hundred and ninety-five only) towards non-refundable e-

procurement processing fees through online payment at e-Procurement portal (<http://mptenders.gov.in>).

1. INTRODUCTION & BACKGROUND

1.1. INTRODUCTION

Madhya Pradesh can easily be described as the best state of our nation, in terms of richness and diversity of tourism destinations. The state has three world heritage sites namely Sanchi, Bhimbetka and Khajuraho. Madhya Pradesh is not called the 'heart of India' only because of its location in the center of country. It has been home to cultural heritage of Hinduism, Buddhism, Jainism and Islam. Innumerable monuments, exquisitely carved temples, stupas, forts and palaces are dotted all over the State. The natural beauty of Madhya Pradesh is equally varied. Consisting largely of a plateau, the State has everything. Spectacular mountain ranges, meandering rivers and miles of dense forests. But perhaps the best part about MP is its accessibility. It is equally close to major tourist destinations from the North, South, East and West.

In the last few years, the Government of Madhya Pradesh has initiated a number of measures to position the state as the leading tourism state globally. All the tourism related initiatives of the Government of Madhya Pradesh (Govt. of MP) are executed through Madhya Pradesh Tourism Board (MPTB), the nodal agency of Govt. of MP.

1.2. OBJECTIVE

1.2.1. At present in the Ahilya Devi Fort Maheshwar Ghat in Narmada River, the Motor Boats which are being operated by the Private owners are using Long Shaft Diesel Engine. This engine is very basic and works with old technology, is noisy and at long run spills lot of lube oil making river polluted and is very shabby in appearance making it totally tourist unfriendly. Through this tender MPTB intends, to Procure 9.9 HP YAMHA OBM engine to replace these Diesel Engines. Initially it is planned to modify about 40 such Motor Boats.

1.3. SCOPE OF WORK

- A) Supply and installation of 9.9 HP Petrol YAMAHA OBM engine of 40 boats at Maheshwar as assigned by the Board.
- B) Initially the order will be placed for one Proto Type Boat. After commissioning and successful trial by the Board the order will be placed for the remaining Boats.
- C) **The Bidder will commit in writing to open a Workshop at the Site for the repairs and servicing of the OBM which will also cover the Guarantee service for one year. The**

Bidder will also stock the spares for the repairs which will be bought by the boat owners as on required basis. The bidder will also display the rates for the routine servicing and other repair work at the workshop.

- D) Upon Supply and installation of 9.9 HP Petrol YAMAHA OBM, bidder shall disconnect and remove current motors, install new motors, reconnect all necessary rigging and associated systems.
- E) Install rigging, ignition, throttle & steering lines to new outboard motors as necessary.
- F) Install new harnesses, wiring, gauges, fuel/water separating system(s), Lanyard shut off, control box and cables.
- G) Complete a lake test to ensure proper functioning of new motors and all connected systems.
- H) The list of the beneficiary of 40 power boats shall be shared by MPTB. Successful bidder has to examine all such boats at Maheshwar for modification and the cost of modification will be mentioned separately along with the cost of 9.9 HP Petrol YAMAHA OBM.
- The modification will include modification of transom, the rear Deck and seat for the Boat Crew, suitable area with holding arrangement for the Fuel Tank.
 - Cost of 9.9 HP Petrol YAMAHA OBM will be paid by the MPTB and cost of the modification shall be borne by the beneficiary himself.
 - Since the modification work may vary, hence the work shall be awarded depending upon the condition of the boats and as per the requirement.

1.4. ELIGIBILITY CRITERIA (Necessary support documents are to be enclosed)

The Bidder should have the following eligibility Criteria to participate in this Tender:

- A. The agency should have prior experience for a minimum period of **3** years in supply / manufacture of Water Sports and Adventure Sports Equipment's.
- B. The bidder should be an OEM/ registered company/industry under Indian Companies act 1956 or a Registered Proprietorship firm with established / reputed, registered, experienced and accredited manufacturers/ authorized distributors of boat engines. If the supplier is not a manufacturer and is only authorized **Distributor/ Dealer** then he/she should have valid agreement and authorization from the manufacturer/distributor.
- C. The Agency should have average annual turnover of Rs. **2.00 crore** (Chartered Accountant certificate required) of past 3 years i.e. (**2020-21, 2021-22, 2022-23**)
- D. Any Sub dealer/Sub distributor/Sub Agent or Working partner will not be eligible.

- E. The bidder must have been registered with GST and must furnish the GST registration certificate, PAN and copy of up-to-date IT return along with the technical bid.
- F. The bidder must not have any history of defaulting in execution of work orders issued by Government of India or any State Government in the country of India. A self-declaration certificate to this effect should be enclosed.
- G. The bidder hasn't been blacklisted by any Central/State Government institution and there has been no pending litigation with any government department on account of similar services. A self-declaration certificate to this effect should be enclosed.
- H. The Bidder should not bid under any Consortium. No Consortium bid shall be allowed for this Tender.

Note: Affidavits from E-G can be submitted under one Self Declaration Certificate.

- I) The bidder / OEM should be ISO certified organization/s.
- J) The bidder must submit in writing that it would facilitate Full Comprehensive Warranty Supports, Updates of Technology/product updates during the entire 1(one) year of free warranty period.
- K) The Bidder Shall Submit an undertaking that: Maximum 48 hours resolution time for all support-request / problem / issues.
- L) The Bidder Shall Submit an undertaking that: periodic check & maintenance are to be provided within the warranty period.

Necessary supporting documents on fulfilment of eligibility criteria should be attached for authentication along with a signed copy of the tender document including addendum/ corrigendum, if any, to indicate acceptance of all terms and conditions set forth in the tender. Original copies of the submitted documents should be produced for verification when required. Organizations failing to provide complete information on any of the requirements are liable to be rejected.

1.5 BRIEF DESCRIPTION OF THE SELECTION PROCESS

- a) The Authority has adopted a **Single-Stage-Two Step**, bidding process (collectively referred to as the "**Bidding Process**") for selection of the bidder for award of the Project. The *first step* of the evaluation (the "**Qualification-Criteria Evaluation** of the

process involves Qualification of interested parties (the "**Bidder**"), in accordance with the provisions of this RFP.

- b) At the end of first step, the Authority will finalize a list of qualified Bidders who will be selected and will be eligible for evaluation in the *Second step* (The **Financial Proposal Evaluation**) and then only their financial Bids will be opened on a pre-decided date & time.
- c) The equipment(s) will be procured from the successful Bidder(s) on the basis of the lowest rate quoted by them.

1.6 Schedule of Bidding Process: -

S.No	Activity	Date and Time
1.	Issue of Bid Documents	28/06/2022
2.	Last date for sending Pre-Bid Queries	13/07/2023 till 12:00 PM
3.	Date and Time of Pre-Bid Meeting	13/07/2023, 03:00 PM
4.	Bid sale/Submission Start Date	20/07/2023 From 05:00 PM onwards
5.	Bid submission end Date	27/07/2023, Till 03:00 PM
6.	Opening of Technical Bids	28/07/2023 At 03:30 PM
7.	Presentation	To be informed
8.	Opening of Financial Bids	To be informed

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 RFP document

The document can be downloaded from the official website of the Authority tourism.mp.gov.in / www.mptenders.mp.gov.in . Cost of RFP document to be paid: Yes, **Rs.1000.00 (Rs. One Thousand only) + 18%GST (Rs.180) = Rs. 1,180/-** to be paid online only through MP E- procurement portal towards non-refundable EOI Document Fees and **Rs. 295/-** (Rupees Two hundred and ninety-five only) towards non-refundable e-procurement processing fees through online payment at e-Procurement portal (www.mptenders.mp.gov.in).

2.2 General Terms of Bidding

2.2.1 All documents submitted by the Applicant(s) will be treated as confidential.

2.2.2 Authority reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the Applicant(s). Authority also reserves the right not to award or enter into any contract or agreement with any Applicant(s) and may terminate the procurement process at any time without thereby incurring any liability to any Applicant.

2.2.3 Failure by any Applicant(s) to provide all of the information required in the proposal or any additional information requested by Authority may lead to rejection of the Applicant's proposal in its entirety.

2.2.4 Applicants have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Applicant or termination of its Contract at any stage.

2.2.5 A recommendation for award of Contract will be rejected if it is determined that the recommended Firm has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases the Authority will declare the Firm and/or members of the consortium ineligible, either indefinitely or for a stated period of time and will be blacklisted.

2.2.6 Wherever required by applicable laws, Authority shall deduct taxes at source, from the amounts payable, and shall provide to the firm/Agency the appropriate tax deduction certificate evidencing payment of such taxes.

2.2.7 It may be noted that the Bidders cannot prescribe any time limit for the validity of all the rates quoted in the financial bid.

2.3 Cost of Bidding

2.3.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 Right to accept and to reject any or all bids

Notwithstanding anything contained in RFP, MPTB reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the MPTB's action.

B. DOCUMENTS

2.5 Contents of the RFP

The proposal should be submitted as follows: -

- i) Technical Proposal: - The technical proposal shall contain all the documents as required and necessary for evaluation of eligibility criteria and also as described in the annexures of the tender document. (To be uploaded Online only website: www.mptenders.gov.in)
- ii) Financial Proposal: - One original copy duly signed in the format as provided in annexure of this tender document. (To be submitted Online only website: www.mptenders.gov.in)

2.6 Clarifications

2.6.1 Agency may request a clarification on any of the bid documents in Pre-Bid Meeting on the indicated date. MPTB will respond to such requests and will post the response on E-tendering website: www.mptenders.gov.in and will inform the Pre- Bid Attendees by Email.

At any time before the submission of Proposals, MPTB may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the bid documents (RFP) by amendment. E-tendering website: www.mptenders.gov.in and will inform the Pre- Bid Attendees by Email. MPTB may, at its discretion, extend the deadline for the submission of Proposals.

2.7 Amendments Modification of RFP

2.7.1 At any time prior to the deadline for submission of RFP, Authority may, for any reason, whatsoever at its own initiative or in response to clarifications requested by Bidder, modify the RFP by the issuance of Addenda and the same shall be notify through website i.e. tourism.mp.gov.in / www.mptenders.mp.gov.in.

2.7.2 Any Addendum thus issued will be notified through MPTB website i.e., tourism.mp.gov.in / www.mptenders.mp.gov.in All such amendments/addendum will become part of the bidding document.

2.7.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Due Date.

C. Preparation & submission of Bids

2.8 Language

2.8.1 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.9 Format & signing of Bid

2.9.1 The Bidder shall prepare original copy of the documents comprising the Bid as described in the TENDER. The Bidder bidding for the project has to submit Technical Bid of the Project along with all relevant required documents and EMD through E Procurement portal only.

2.9.2 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

2.9.3 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialed by the person or persons bidder to sign the Bid.

2.10 Submission & marking of Bid

The Bidder shall submit the Bid in two Parts as below:

I: Technical Bid

The Technical Bid is to be uploaded to be submitted online only through the website www.mptenders.mp.gov.in

II. Financial Bid:

The Financial Bid is to be submitted online only through the website www.mptenders.mp.gov.in

The Bidder shall submit its Financial Bid online only as per the prescribed format.

2.11 Bid Due Date

- 2.11.1 Bids should be submitted on the Bid Due Date at the address provided in the RFP in the manner and form as detailed in this RFP.
- 2.11.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with the RFP uniformly for all Bidders.

2.12 Modifications/ Substitution/ Withdrawal of Bids

- 2.12.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.12.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate and be sent to the authority at the address as mentioned in the RFP.
- 2.12.3 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.13 Rejection of Bids

- 2.13.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.
- 2.13.2 The Authority reserves the right not to proceed with the Bidding Process at any time,

without notice or liability, and to reject any Bid without assigning any reasons.

2.14 Validity of Bids

2.14.1 The Bids shall be valid for a period of ONE YEAR from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.15 Confidentiality

2.15.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

2.16 Correspondence with the Bidder

2.16.1 The Authority shall not entertain any correspondence with from any Bidder in relation to acceptance or rejection of any Bid.

2.17 Earnest Money Deposit

2.17.1 The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) amount of Rs.50,000/- (Rupees Fifty Thousand only) to be submitted Online Only. The EMD shall be refundable to unsuccessful bidder not later than 120 (one hundred and twenty) days from the Bid Due Date. Except in case of the 2nd ranked bidders. EMD of the 2nd ranked bidder shall be returned on signing of the agreement with the selected bidder. The selected bidder's EMD shall be returned upon submission of Performance Security. Bids not accompanied by the EMD shall be rejected.

2.17.2 Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.

2.17.3 The EMD of unsuccessful Bidders will be returned promptly without any interest.

2.17.4 The EMD of the successful bidder will be retained for one year and will be adjusted against performance warranty of 10% of the cost of the item.

2.17.5 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:

- a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d) In the case of the Preferred Bidder, if the Bidder fails within the specified time limit to:
 - i) Sign and return the duplicate copy of LOI;
 - ii) Furnish the required Performance Security within the period prescribed there;
 - iii) Sign the Agreement.
- e) Any other conditions, with respect to the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.

2.18 Performance Security

- 2.18.1 The EMD of the successful bidder will be retained for one year and will be adjusted against performance warranty of 10% of the work order.
- 2.18.2 The Performance Security should remain valid for a period of 60 days beyond the completion of the period of contract.

3. EVALUATION OF BIDS

3.1 Opening & Evaluation of Bids

- 3.1.1 The Authority will open all the Bids received (within stipulated time) containing the Technical Bid and announce the names of Bidders. In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.
- 3.1.2 Technical Bid shall then be opened. Evaluation of Technical Bid and Determination of Responsiveness of the same.
- 3.1.3 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required EMD and Tender Fee submitted online.
- 3.1.4 If the EMD furnished does not conform to the amount and validity period as specified in this RFP document and has not been furnished in the form specified in the RFP, the Bid shall be rejected by the Authority as non-responsive.
- 3.1.5 Test of Responsiveness- Prior to evaluation of Bids, the Authority (MPTB) shall determine whether each bid is responsive to the requirements of the RFP. A bid shall be considered responsive only if:

- a) it is received in as per the formats provided in the RFP
- b) it is received by the Bid due date including any extension there of
- c) it is duly signed and marked as stipulated in the RFP
- d) it is accompanied by EMD as stipulated specified in this RFP
- e) it is accompanied by the Power of Attorney as specified in the RFP
- f) it contains all the information and documents (complete in all respect) as required in the RFP and/or bidding document (in the same format as those specified)
- g) it does not contain any conditions or qualifications, and
- h) it is non-responsive thereof;
- i) it contains certificates from its statutory auditors in the formats as specified

3.1.6 The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria in terms hereof, has the required financial capabilities as set out in this RFP, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP document and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require.

3.1.7 If the Technical Bid of any Bidder is not substantially responsive, the Bid of such Bidder will be rejected by the Authority and the Bidder will not subsequently be allowed to make its Bid responsive by correction or modification or withdrawal of the non-conforming deviation or reservation. The authority may ask the bidder for any document and clarification as and when required.

3.1.8 The Authority shall inform, the Bidders, whose Technical Bid is found to be responsive for and who are short listed based on qualification criteria as detailed out in the TENDER for opening of financial bid.

3.2 Opening of Financial Bids

3.2.1 The Authority will consider the 'Financial Bid' of only those Bidders whose Technical Bids have been determined to be substantially responsive in accordance with the RFP and determined to fulfill the qualification criteria as detailed out in the RFP.

3.2.2 The Bidders or their representatives who are present shall sign attendance sheet evidencing their presence.

3.3 Examination of Financial Bids and Determination of Responsiveness of Financial Bid

3.3.1 MPTB will determine responsiveness of each Financial Bid in accordance with the price quoted.

3.3.2 A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents.

3.3.3 If the Financial Bid of any Bidder is not substantially responsive in terms hereof, the Bid of such Bidder shall be rejected by MPTB and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.4 Correction of Errors

Financial Bids determined to be substantially responsive will be checked by MPTB for any arithmetic errors. Arithmetic errors will be rectified on the following basis: -

- i) Where there is a discrepancy between the amount quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy
- ii) The amount stated in the Financial Bid will be adjusted by MPTB in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his EMD may be forfeited.

3.5 Evaluation and Comparison of Financial Bids

3.5.1 In preparing the Financial Proposal, Agencies are expected to take into account the requirements and conditions outlined in the TENDER document

3.5.2 MPTB will evaluate and compare only those Financial Bids which are determined to be substantially responsive. For financial evaluation, total cost of financial proposal will be considered.

The Authority will determine whether the financial proposals are complete, correct and free from any computational errors and indicate correct prices in local currency (Indian Rupee).

3.5.3 In evaluating the Financial Bids, MPTB will determine for each Financial Bid the amount quoted by the Bidder. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

3.5.4 To assist in the examination, evaluation and comparison of Bids, MPTB may, at its discretion, ask any Bidder for authentication the correctness of the information/details furnished by him in his Bid. Such request by MPTB and the response by Bidder shall be in writing or by email/fax, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by MPTB in the evaluation of the Bids.

3.5.5 Subject to Sub Clause in the TENDER, no Bidders shall contact MPTB on any matter relating

to his Bid from the time of Bid opening to the time contract is awarded. Any effort by the Bidder to influence MPTB in the MPTB's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of his Bid.

- 3.5.6 The Bidder found eligible and quoting the lowest rate in its Proposal shall normally be declared as the Selected Bidder for the Project.
- 3.5.7 In the event of two or more Bidders quoting same amount in financial proposal for the Project, the authority may ask the Bidders to submit their revised Financial Proposals with the amounts quoted by them earlier as reserve price for such Financial Bid. In such case, the Bidder who amongst the tie Bidders, quotes the lower amount in the revised Financial Bid will normally be declared as the Selected Bidder for the Project.
- 3.5.8 **No commitment to accept lowest bids** : - However, the confirmation of the lowest Bid shall be at the sole discretion of the authority who does not bind itself to confirm to the lowest Bid and reserves the right to reject the Bid without assigning any reasons whatsoever.
- 3.5.9 **Further**, in the event of the lowest Bidder withdrawing its offer or not being selected for any reason in the first instance for the Project, (the "First Round of Bidding"), the authority without being under any obligations to do so, may, at its sole discretion, either invite the next lowest Bidder to revalidate and/ or extend its EMD, as necessary and also match the Bid of the aforesaid lowest Bidder for the Project or annul the bidding process as deemed appropriate by the authority in its sole discretion.
- 3.5.10 **The item wise comparison statement will be prepared for determining L1.**
- 3.5.11 **In case of L1 unable to supply the item, Firm quoting L2 rate be asked to supply the item at L1 rate and so on. However Financial loss clause will be initiated against the default L1 Party.**

3.6 Clarification of Bids

- 3.6.1 To assist in the examination, evaluation and comparison of Bids, MPTB may, at its discretion, ask any Bidder for authentication the correctness of the information/details furnished by him in his Bid. Such request by MPTB and the response by Bidder shall be in writing or by cable/fax, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by MPTB in the evaluation of the Bids.
- 3.6.2 Subject to Sub Clause in the RFP, no Bidders shall contact MPTB on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.
- 3.6.3 Any effort by the Bidder to influence MPTB in the MPTB's Bid evaluation, bid comparison or contract award decisions may result in the rejection of his Bid.

3.7 Process to be Confidential

3.7.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and /or the Authority or as may be required by law or in connection with any legal process.

4. LETTER OF INTENT

4.1 After selection, a Letter of Intent (the "LOI") shall be issued, in duplicate, by the Authority to the Agency shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Agency is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as loss and damage suffered by the Authority on account of failure of the Agency to acknowledge the LOI, and the Authority may select the next Agency in the rank.

After acknowledgement of the LOI as aforesaid by the Agency, it shall cause the successful Bidder to execute the Agreement. The Agency shall not be entitled to seek any deviation, modification or amendment in the Agreement. The Agreement shall be on year-to-year basis.

5. PERIOD OF TASK DETAILS:

5.1 The rates quoted should be Including GST and valid for One year and the items should be **F.O.R. at site.**

5.2 The bidder must satisfy that they are in possession of the requisite permissions / licenses / permits required for the supply of the items for which the offer is made. **Failure to enter into contract if selected or to execute the purchase orders after entering into contract for want of permission / license or due to non-supply of certificates / documents will be viewed seriously and will invite forfeiture of E.M.D. / risk purchase / disqualification for appropriate period without any further reference.**

5.3 The bidder has to submit all the required details / documents and sample etc. With the tender. As per Annexure II

5.4 The authority does not pledge himself to accept the lowest or any tender and also reserves the right to accept the whole or any part of the tender against any item at his discretion. The tender will be accepted if the authority is satisfied about the production, sale, quoted price technical details, required documents, utility of products and past performances of bidder.

5.5 Successful bidder shall enter into agreement for due performance of the contract.

5.6 The Supplier should supply the, goods / stores / material/(s) in fresh and sound condition. Refurbished or second-hand goods / stores / material/(s) will not be allowed under any circumstances. If such case is noticed, then the store will be rejected out rightly and penal action will be taken against the Supplier.

6. PERIOD OF DELIVERY

Period of Delivery will be 30 days from the date of issue of work order for the Proto Type and then after successful trails the date agreed by buyer (MPTB) which will be mentioned in the work contract.

7. TERMS OF PAYMENT

The payment shall be made to the Supplier as under:

Stage	Task	Payment details
Stage 1	Commissioning/supply/installation of 9.9 HP Petrol YAMAHA OBM engine and successful trial of one (1) Proto Type Boat.	Payment will be made for one boat at the rate of 01 unit of 9.9 HP Petrol YAMAHA OBM engine quoted in financial bid.
Stage 2	Commissioning/supply/installation of 9.9 HP Petrol YAMAHA OBM engine in 20 boats.	Payment will be made for 20 boats at the rate of per unit of 9.9 HP Petrol YAMAHA OBM engine quoted in financial bid.
Stage 3	Commissioning/supply/installation of 9.9 HP Petrol YAMAHA OBM engine in 19 boats.	Payment will be made for 19 boats at the rate of per unit of 9.9 HP Petrol YAMAHA OBM engine quoted in financial bid.

- The payment of the bill shall be made after deducting dues, if any
- Payment shall be made in Indian Rupees
- The payment of the bills shall be withheld in the following circumstances:

- The goods / stores / material(s) are found sub-standard or in non-acceptable condition
- Breach of condition of any contract by the Supplier
- Previous Government dues of Supplier

8. OTHER TERMS AND CONDITIONS

8.1 Confirmation of Order

- 8.1.1 Without prejudice to the formation of contract by acceptance of bid, the Supplier shall acknowledge the acceptance of the Purchase Order by signing and returning the duplicate / photocopy within 7 (seven) days following receipt of the Purchase Order and such acknowledgement shall constitute conclusive evidence of a concluded contract without exception, on the terms and conditions set out in the Bid Documents.
- 8.1.2 Should the Supplier fail to acknowledge acceptance of the Purchase Order within the period specified above, MPTB may, without prejudice to any other right or remedy available to it, forfeit the Earnest Money Deposit.

8.2 Placing of orders:

- 8.2.1 After selection, the orders for equipments will be placed to L1 in progressive manner as and when required basis.
- 8.2.2 Advance if any shall be paid against the security of bank guarantee.
- 8.2.3 In case more time is needed the agency should seek permission in writing from the MPTB with justifications within a period of 7 days from the date of order received. Granting extra time limit will be at the discretion of the MPTB. In case the item is not supplied within the approved time schedule, the MPTB will have the right to cancel the order and forfeit the E.M.D.
- 8.2.4 The order of quantity may be variable at the option of the authority at the same rate as given in the price Bid.

8.3 Respect for Delivery Dates & Price Discount

- 8.3.1 The time and date of delivery of goods / stores / material(s) as stipulated in the work order shall be adhered to on the clear understanding that the price(s) of the goods / stores / material(s) has / have been fixed with reference to the said delivery date(s) **(30 days from issue of work order)**

- 8.3.2 If any delay is anticipated by the Supplier in the delivery of the goods / stores / material(s) or any of them beyond the stipulated date(s) of delivery, the Supplier shall forthwith inform the authority in writing of such anticipated delay and of the steps being taken by the Supplier to remove or reduce the anticipated delay, and shall promptly keep the authority informed of all subsequent developments within three days of such developments. The acceptance of the cause of delay is completely depend on the authority's decision (whether accept or reject the cause of delay)
- 8.3.3 **Penalty : If the required goods / material/ items, is / are not delivered within the delivery period in respect thereof, an amount (penalty) equivalent to 1%(subject to maximum 10%) of the value of the contract (not supplied / installed within the stipulated period) per month shall be recovered** as liquidated damages. Such recovery of the liquidated damages will not stop the authority from carrying out risk purchase described elsewhere and the amount recovered will be in addition to the difference of the risk purchase. Once the maximum is reached, the MPTB may terminate the contract
- 8.3.4 Without prejudice to its rights under Clause 8.3.3 hereof and to entitlement to discount(s) accrued in terms thereof and in addition thereto, the authority may at any time after the expiry of the stipulated date(s) of delivery in respect of any goods / stores / material(s), at its discretion terminate in whole or part the Contract in respect of the undelivered goods / stores / material(s) or any of them and either purchase such goods / stores / material(s) from any other available source at the risks and costs of the Supplier and recover from the Supplier any additional cost incurred by it on such purchase or recover from the Supplier without such purchase the difference between the market and contract price of such goods / stores / material(s) on the date of termination of Contract relative thereto.

8.4 Price

- 8.4.1 Unless otherwise specifically stipulated, the price shall be inclusive of , royalties, octroi, costs, fees, duties, insurance, transportation, loading and unloading charges FOR Site of delivery and the details of which are provided in the Price Bid.
- 8.4.2 **GST shall be charged Extra. GST amount should be paid on submission of proof of payment of GST and filing of the Return by the vendor.**
- 8.4.3 The price escalation clause will not be allowed under any circumstances except statutory taxes / duties imposed / withdrawn / increased / decreased on quoted items by the Government during the period between opening of technical bid and stipulated delivery period. The statutory price variation will not be allowed in the cases where:

8.5 Goods / stores / material(s) offered on ex-stock basis.

- (i) Goods / stores / material(s) to be purchased on emergency basis.
- (ii) Statutory variation not communicated within seven (7) days of its announcement by the Supplier
- (iii) Price break up and prevailing rate as well as amount of taxes / duties not clearly mentioned in Price Bid.
- (iv) Duties / Taxes applicable due to mere crossing the limit of production / sales.
- (v) Duties / Taxes imposed / increased by the Government after stipulated delivery period

8.6 Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

8.7 Sub-Contracts

- 8.7.1 The Supplier shall not assign the Contract in whole or part without obtaining the prior written consent of the authority .
- 8.7.2 The Supplier shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to the authority together with the assignee, for and in respect of the due performance of the Contract and the Supplier's obligations there under.

8.8 Delays Due to Force Majeure

- 8.8.1 If a Force Majeure event as defined below, affecting the Supplier, arises prior to the expiry of the stipulated Delivery period in respect of any goods / stores / material(s) and the Supplier intends to claim extension of the stipulated date of delivery in respect of such goods / stores / material(s) or any of them, the Supplier must advise the authority by notice in writing of such event by means of communication which secures undisputed service of the notice not later than 10 (ten) days of the occurrence of the event. The Supplier shall within 10 (ten) days of the end of the Force Majeure event similarly notify the authority of such cessation, and of the period and goods / stores / material(s) for which an extension of delivery date(s) is consequently claimed. Such notification shall be a mandatory pre-condition to a claim for such extension.

- 8.8.2 Events of Force Majeure shall mean:
- (a) natural calamities, civil wars and national strikes which have a duration of more than seven consecutive working days; and
 - (b) strike at Supplier's works for more than ten (10) consecutive days.
- 8.8.3 Commercial hardship and third-party breach, strike, shutdown or lockout other than as specified in Clause 8.8.2 hereof shall not constitute an event of Force Majeure.
- 8.8.4 The parties affected by Force Majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of delays occasioned by such Force Majeure.
- 8.8.5 Subject to receipt of notices under Clause 8.8.1 above, the stipulated delivery date(s) may be extended by the authority. The decision of authority on the Supplier's claim for extension of time and the time of extension and goods / stores / material(s) on which extension is given shall be final and binding on the Supplier. On the grant of such extension, the extended date shall be deemed to be the stipulated delivery date for the purpose of calculating price discount under Clause 8.3.4 hereinabove.
- 8.8.6 If the Supplier is prevented from fulfilling its contractual obligations for a continuous period of three (3) months because of Force Majeure, then the Supplier and the authority shall consult with each other with a view to agreeing on the action to be taken under the circumstances, and failing such agreement, the authority shall be entitled to terminate the contract in whole or to the extent that its performance is prevented by Force Majeure.
- 8.9 Warranty**
- 8.9.1 The Supplier warrants that the goods / stores / material(s) sold and supplied by it to the authority pursuant to the Contract shall be free from any and all defects in title including but not limited to any charge, third party claim, mortgage, hypothecation, foreclosure, lien, restriction, injunction, attachment or encumbrance whatsoever and shall hold and keep the authority indemnified from and against any and all contrary claims, demands, actions and proceedings and all costs (including legal costs), charges, expenses and losses suffered or incurred by the authority as a consequence thereof and / or to defend any such claim, demand, action or proceeding.
- 8.9.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

- 8.9.3 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such Tender notice.
- 8.9.4 Upon receipt of such notice, the Supplier shall, within the period specified in the Technical Specifications, expeditiously repair or replace the defective Goods or parts within 15 days receipt of mail/ information thereof, at no cost to the Purchaser.
- 8.9.5 If having been notified, the Supplier fails to remedy the defect within the period the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

8.10 Inspection & Testing

- 8.10.1 Inspection shall normally be carried out in the premises of the Supplier. The entire goods / stores / material(s) ordered shall have to be offered for inspection in open condition if required and the same shall be repacked in presence of authorised representative (s) of the authority.
- 8.10.2 **Sample Testing:** Sample of the goods / stores / material(s) shall be collected by authorized representative of the authority and will be sent for testing to an approved laboratory / institution. The decision of the testing authority will be conclusive and final and binding on the supplier.
- 8.10.3 Even if the inspection and tests are fully carried out, the Supplier shall not be absolved from its responsibilities to ensure that the goods / stores / material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption. The inspections and tests are merely intended to prima facie satisfy the authority that the goods / stores / material(s) and the parts and components comply with the requirements of the Contract.
- 8.10.4 The Supplier's responsibility shall also not be anyways reduced or discharged because the authority or its representative(s) shall have examined or commented on the Supplier's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any goods / stores / material(s).
- 8.10.5 Notwithstanding approval by the Inspector(s), if on testing and / or inspection after receipt of the goods / stores / material(s) at destination of consignee, any goods / stores / material(s) is / are found not to be in strict conformity with the contractual requirements or specifications, MPTB shall have the right to reject the same and hold the Supplier liable for non-performance of the Contract. The provision of

Clause 8.10.3 to 8.10.5 shall mutatis mutandis apply to such rejected goods / stores / material(s).

8.11 Risk Purchase

8.11.1 Risk Purchase: The risk purchase of the items ordered at the cost and risk of the supplier will be carried out when the supplier fails to:

8.11.2 Supply the goods / items / material(s) as per the orders placed by the authority within the delivery period;

8.11.3 Replace the goods / item / material(s) declared to be not of standard quality or not conforming to acceptable standards or found to be decayed / infected / spoilt before the date of expiry or to refund the cost of such goods / item / material(s).

Provided however that in cases of (b) above, the risk purchase will be limited to the quantity so specified therein.

The Risk Purchase will be done at any time after the delivery period is over. The Risk Purchase will be done for undelivered quantity of the Stores & the Contractor shall be penalized to the extent of 10% or difference whichever is higher.

8.11.4 Whenever under this contract any sum of money is recoverable from the Supplier & payable by the contractor to the authority, including the difference arising due to risk purchase, will be recovered in the following manner:

i) From any pending bills of the supplier;

ii) From any EMD / SD of the supplier;

iii) If amounts at (i) & (ii) above are not sufficient then remaining balance due will be recovered as arrears of "LAND REVENUE DUES"

8.12 Dispatch Instructions

Unless otherwise advised by the authority in writing, goods / stores / material(s) shall not be dispatched without prior inspection and / or testing and Release Order.

8.13 Shipment & Shipment Notices

Upon delivery of the goods / stores / material(s), the supplier shall notify the purchaser and the insurance company by email / fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company with in 1 day of dispatching.

(i) Three (3) Copies of the Supplier invoice showing the following details:

- (a) No. & Date of Bills or Invoice.
- (b) No. & Date of Purchase Order.
- (c) Name & Specification of Item.
- (d) Name of Manufacturer & Model / Make / Brand
- (e) Quantity
- (f) Unit Price and
- (g) Total cost
- (ii) Railway receipt / acknowledgment of receipt of goods from the consignee(s);
- (iii) Three (3) Copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's / Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the Inspector(s), and the Supplier's factory inspection report;
- (vii) Certificate of Origin
- (viii) In case of Imported goods Bill of Landing is required.

The above documents shall be received by the Purchaser before arrival of the goods / stores / material(s) (except where the goods / stores / material(s) have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

8.14 Termination

8.14.1 Without prejudice to authority's right to price adjustment by way of discount or any other right or remedy available to the authority, authority may terminate the Contract or any part thereof by a written notice to the Supplier, if:

- (i) The Supplier fails to comply with any material term of the Contract.
- (ii) The Supplier informs authority of its inability to deliver the goods / stores / material(s) or any part thereof within the stipulated delivery period or such inability otherwise becomes apparent.
- (iii) The Supplier fails to deliver the goods / stores / material(s) or any part thereof within the stipulated delivery period and / or to replace / rectify any rejected or defective goods / stores / material(s) promptly.

(iv)The Supplier becomes bankrupt or goes into liquidation.

(v)The Supplier has misrepresented to authority, acting on which misrepresentation authority has placed the Purchase Order on the Supplier.

(vi) The Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

8.14.2 Upon receipt of said termination notice, the Supplier shall discontinue the work on the Contract so far as terminated, and matters connected therewith.

8.14.3 On termination of the Contract, without prejudice to any other right or remedy available to the authority under the contract, in the event of authority suffering any loss on account of delayed delivery or non-delivery, authority reserves the right to claim and recover damages from the Supplier in respect thereof.

8.14.4 Notwithstanding anything to the contrary herein contained, authority will be at liberty to take independent administrative and / or legal action against the Supplier for delay or non-performance of its contractual obligations or any of them.

8.15 Technical Information / Confidentiality

8.15.1 The Supplier shall not, without the authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Authority in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

8.15.2 The Supplier shall not, without the Authority's prior written consent, make use of any document or information enumerated in Clause 8.15.1 except for purposes of performing the Contract.

8.15.3 Any document, other than the Contract itself, enumerated in Clause 8.15.1 shall remain the property of the authority and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so, required by the Authority.

8.16 Settlement of disputes

In the event of any dispute or differences arising between the parties as to the interpretation, operation or effect of any clause of the agreement to be executed with the MPTB or any of the terms and conditions contained herein which shall be made integral part of the agreement such dispute or difference shall be referred to the sole arbitration of a person appointed by Principal Secretary, Tourism Department Govt. Of Madhya Pradesh and there shall be no objection if Govt. Appoints any officer who has in the discharge of his duties as such officer, has either expressed any opinion or issued any

direction in the matter and the provisions of the Arbitration Act 1996 shall apply to such arbitration.

9. Dispute Resolution

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this RFP (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth.

The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this RFP promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

10. Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Authority to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Authority or without the intervention of the Authority, either Party may require such Dispute to be referred to Managing Director of the Authority and the Chairman of the Board of Directors of the Selected Agency for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of the RFP.

11. Arbitration

- 11.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the Principal Secretary Tourism, Government of Madhya Pradesh, Bhopal.
- 11.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 11.3 The venue of the arbitration proceeding shall be the office of Principal Secretary Tourism, Government of Madhya Pradesh, Bhopal or such other places as the arbitrator may decide.

12. Redressal of Public Grievances

- 12.1 The Selected Agency shall maintain a complaints office at the Project Facility where it shall keep a register (the "Complaint Register") open to the officials of the Authority and Users at all times for recording of complaints by such persons (the "Complainant"). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Selected Agency at the Project Facility so as to bring it to the attention of all Users.
- 12.2 The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Selected Agency. Immediately after a complaint is registered, the Selected Agency shall give a receipt to the Complainant stating the date and complaint number.
- 12.3 Without prejudice to any provisions of the RFP, the Authority may, in consultation with the Selected Agency, specify the procedure for making complaints in electronic form and for responses thereto.
- 12.4 The Selected Agency shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Selected Agency to the Complainant under a certificate of posting.
- 12.5 Within 7 (seven) days of the close of each month, the Selected Agency shall send to the Authority and to the Authority a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Selected Agency to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Selected Agency shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal in accordance with Applicable Law, and advise the Complainant to pursue the complaint at his own risk and cost.

13. Entirety

This RFP and the Annexures together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this RFP are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Selected Agency arising from the Request for Proposals shall be deemed to form part of this RFP and treated as such.

14. Severability

If for any reason whatever, any provision of this RFP is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this RFP or otherwise.

15. Successors and assigns

This RFP shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

16. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this RFP shall be in writing and shall:

- a) in the case of the Selected Agency, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Selected Agency may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Bhopal may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Selected Agency may from time to time designate by notice to the Authority.

Attention:

{Designation:

Address:

Fax No:

Email:}

- b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand at the address given below and be addressed to Managing Director, M. P. Tourism Board, Bhopal, Madhya Pradesh with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Selected Agency; provided

that if the Selected Agency does not have an office in ----- it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier.

{Address:

Fax No:

Email:},

And

- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

17. Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this RFP shall be in writing and in English language.

18. Counterparts

This RFP may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this RFP.

19. Legal:

Any legal dispute shall be subject to the Jurisdiction of Bhopal Courts only.

20. Governing Language

The contract shall be written in English language. Subject to Clause 17, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

21. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

22. Notices

22.1. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email/ fax and confirmed in writing to the other Party's physical addresses.

22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

ANNEXURE –(I)

LETTER COMPRISING THE BID

Ref. Date:

To,

The Managing Director,

Madhya Pradesh Tourism Board,

(MPTB) 6th Floor, Lily Trade Wing, Jahangirabad

Bhopal – 462008

Madhya Pradesh, India

**Sub: - RFP FOR PROCUREMENT/INSTALLATION OF 9.9 HP PETROL YAMAHA OBM
ENGINE OF MOTOR BOATS AT MAHESHWAR**

Dear Sir,

Being duly bidder to represent and act on behalf of ___ (hereinafter referred as the “Bidder”), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for the “RFP FOR PROCUREMENT/INSTALLATION OF 9.9 HP PETROL YAMAHA OBM ENGINE OF MOTOR BOATS AT MAHESHWAR”

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We confirm that the application is valid for a period of **one year** from the proposal's due date and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by M/s _____ *...+ (name of the Bidder, in accordance with the conditions stipulated in the RFP.

2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by MPTB (hereinafter referred as the “**Authority**”) and in any subsequent communication sent by Authority.

3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Authority.

4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Preferred Bidder.

6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

b. I/ We do not have any conflict of interest in accordance with the RFP document; and

c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any TENDER or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;

9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders

10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.

11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.

12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

14. In the event of me being declared as the Preferred Bidder, I agree to enter into a Authorization Agreement in accordance with the draft that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

15. I have studied all the Bidding Documents carefully and also surveyed the project details. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Authorization.

16. The amount has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.

17. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Authorization is not awarded to me or our Bid is not opened or rejected

18. I agree and undertake to abide by all the terms and conditions of the RFP document which inter alia includes payment of Project Development Expenses and Project Development Fees (Success Fee) and furnishing of the Performance Security to the Authority in the manner provided in respect thereof in the RFP.

19. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of one year from the Proposal Due Date.

20. I/we offer an Earnest Money Deposit (EMD) of **Rs. 50,000 (Fifty Thousand Rupees Only)** to the authority through online.

21. I agree and undertake to abide by all the terms and conditions of the RFP.

In witness thereof, I submit this Bid under and in accordance with the terms of the RFP.

Thanking You,
Yours Sincerely,

Date: _____ Place: _

For and on behalf of: (name of the Bidder and the Company Seal)

Signature: (Bidder Representative & Signatory)

Name of the Person:

Designation:

ANNEXURE - (II)

**"RFP FOR PROCUREMENT/INSTALLATION OF 9.9 HP PETROL YAMAHA OBM ENGINE
OF MOTOR BOATS AT MAHESHWAR"**

Details of Bidder

Sr. No.	Particulars	Remarks/Details
1.	Name of Agency/ Applicant	
2.	Details about office of agency:	
3.	Address:	
4.	Phone No:	
5.	E-Mail ID:	
6.	Website:	
7.	Mobile No. and contact person:	
8.	Details about registered office of Applicant and Contact No.	
9.	Status of Applicant [partnership firm/ Pvt. Ltd. Co. / Public Ltd Co.]	
10.	Details about Director/Partners (List to be attached)	
11.	Copy of Memorandum to be attached	
12.	Total experience of applicant [No. of years] in the field as mentioned in clause A of 1.4	
13.	Agency/ Applicant's CA certified copy of the Average Turnover of Rs. 2.00 crore during last financial three years (2020-21, 2021-22 & 2022-23)	

14.	P.A.N. (Copy to be attached)	
15.	GST Registration No.	
16.	Bank Details: Account Holder Name: Bank Name Bank Branch Name Account No. IFSC Code.	
17.	Any other document as required under this RFP.	

Signature & Seal of the Bidder

Date:

DECLARATION

1. I / We have read the instructions appended to the Pro forma and I/We understand that if any false information is detected at a later date, any contract made between ourselves and MPTB on the basis of the information given by me/us can be treated as invalid by the MPTB and I / We will be solely responsible for the consequences.
2. I/We agree that the decision of MPTB in selection of contractors will be final and binding to me/us.
3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
4. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and/or in the accompanying sheets.

Place:

Date:

SIGNATURE:

Name & Designation

& seal of the Company:

Annexure (III)

STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

The Managing Director,

Madhya Pradesh Tourism Board,

(MPTB) 6th Floor, Lily Trade Wing, Jahangirabad

Bhopal – 462008

Madhya Pradesh, India

**Sub: RFP FOR PROCUREMENT/INSTALLATION OF 9.9 HP PETROL YAMAHA
OBM ENGINE OF MOTOR BOATS AT MAHESHWAR**

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that _____ (insert individual's name) will act as our representative and has been duly bidder to submit the RFP.

Further, the bidder signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,
yours faithfully,

For and on behalf of

Bidder signatory

Annexure (IV)

POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, We _____
(name of the firm and address of the registered office) do hereby irrevocably
constitute, nominate, appoint and bidder Mr./ Ms (name),
_____ son/daughter/wife of _____ and
presently residing at _____, who is [presently employed with us
and holding the position of _____], as our true and
lawful attorney (hereinafter referred to as the "Attorney") to do in our name
and on our behalf, all such acts, deeds and things as are necessary or required
in connection with or incidental to submission of our Bid for the ***** Project*^s+
proposed or being developed by the ***** (the "Authority") including but not
limited to signing and submission of all applications, bids and other documents
and writings, participate in Pre-Applications and other conferences and providing
information/ responses to MPTB, representing us in all matters before MPTB,
signing and execution of all contracts including the Authorization Agreement and
undertakings consequent to acceptance of our bid, and generally dealing with
MPTB in all matters in connection with or relating to or arising out of our bid for
the said Project and/ or upon award thereof to us and/or till the entering into of
the Authorization Agreement with MPTB.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all
acts, deeds and things lawfully done or caused to be done by our said Attorney
pursuant to and in exercise of the powers conferred by this Power of Attorney
and that all acts, deeds and things done by our said Attorney in exercise of the
powers hereby conferred shall and shall always be deemed to have been done by
us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF
_____, 20**

For -----

(Signature)

(Name, Title and Address)

Witnesses:

1 1. [Notarized]

2 Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued..

ANNEXURE – (V)

TECHNICAL BID

RFP FOR PROCUREMENT/INSTALLATION OF 9.9 HP PETROL YAMAHA OBM ENGINE OF MOTOR BOATS AT MAHESHWAR

ITEMS REQUIRED WITH TECHNICAL SPECIFICATIONS AND QTY

Specification of Item/Water Sport Equipment

FIRM NAME : _____

<u>S.No</u>	<u>ITEM Description with Technical Specifications</u>	<u>Quantity</u>	<u>Remarks</u> <u>YES or NO</u>
1	Supply and installation of 9.9 HP Petrol YAMAHA OBM engine of 40 boats at Maheshwar as assigned by the Board.. Installation will include modification of transom, the rear Deck and seat for the Boat Crew, suitable area with holding arrangement for the Fuel Tank.	Lump Sump	

The Rate to be quoted per Boat.

Place.

Date.

SIGNATURE:

Name& Designation

&seal of the Company:

ANNEXURE – (VI)

FINANCIAL BID – To be submit Online Only

RFP FOR PROCUREMENT/INSTALLATION OF 9.9 HP PETROL YAMAHA OBM ENGINE OF
MOTOR BOATS AT MAHESHWAR

FIRM NAME : _____

<u>S.No</u>	<u>ITEM Description with Technical Specifications</u>	<u>Quantity</u>	<u>Rate Per Boat Motor Engine (in Rs.)</u> <u>(Plus, GST as applicable)</u>
<u>1</u>	Supply and installation of 9.9 HP Petrol YAMAHA OBM engine of 40 boats at Maheshwar as assigned by the Board.		
<u>2</u>	GST		
	Total		

The Rate to be quoted per Boat as the case may be.