MAHARASHTRA TOURISM DEVELOPMENT CORPORATION LTD.,
(Government of Maharashtra Undertaking)
Apeejay House, 4th Floor, 3, Dinshaw Wachha Road, Churchgate, Mumbai- 400 020.

EXPRESSION OF INTEREST

EOI FOR EMPANELMENT OF AGENCY SUPPLYING SOUVENIR ARTICLES TO MTDC RESORTS LOCATED PAN MAHARASHTRA

Ref. No.MTDC/RO/63346/Souvenir/2019 Date:27/06/2019

Maharashtra Tourism Development Corporation Ltd. (MTDC) invites Expressions of Interest (EOI) for “Engagement / Empanelment of Agency for Supplying Souvenir Articles At Mtdc’s Resort/Hotels/Restaurant.”

EOI should be submitted by interested parties to the Senior Manager, Resort Operation Branch, Maharashtra Tourism Development Corporation Ltd., Apeejay House, 4th Floor, 3, Dinshaw Wachha Road, Churchgate, Mumbai- 400 020 before 06/07/2019 up to 03:00 p.m. The detail terms of EOI may be downloaded from our website: www.maharashtratourism.gov.in

Managing Director
MTDC, Mumbai
MAHARASHTRA TOURISM DEVELOPMENT CORPORATION LTD.,
(Government of Maharashtra Undertaking)
Apeejay House, 4th Floor, 3, Dinshaw Wachha Road, Churchgate, Mumbai- 400 020.

EXPRESSION OF INTEREST

EOI FOR EMPANELMENT OF AGENCY SUPPLYING SOUVENIR ARTICLES

Ref. No.MTDC/RO/63346/Souvenir/2019  Date:27.06.2019

Maharashtra Tourism Development Corporation Ltd. (MTDC) invites Expressions of Interest (EOI) for “Engagement / Empanelment of Agency for Supplying Souvenir Articles At All Mtdc’s Tourist Resort.”

Cost of Expression of Interest (EOI): INR 3000/- Online Payment (Non –Refundable)

Earnest Money Deposit (EMD) :INR 78,000/- Online Payment

EOI should be submitted by interested parties to the Senior Manager, Resort Operation Branch, Maharashtra Tourism Development Corporation Ltd., Apeejay House, 4th Floor, 3, Dinshaw Wachha Road, Churchgate, Mumbai- 400 020 before 06/07/2019 up to 03:00 p.m. The detail terms of EOI may be downloaded from our website: www.maharashtratourism.gov.in

Managing Director
MTDC, Mumbai
EMPANELMENT OF SUPPLIER OF SOUVENIR ITEMS FOR MAHARASHTRA TOURISM DEVELOPMENT CORPORATION LTD., GOVERNMENT OF MAHARASHTRA UNDERTAKING

1.1 PRE-QUALIFICATION CRITERIA

A. The applicant agencies should have a minimum work experience of 05 years in the Supplying the Souvenir Articles and an annual turnover of at least INR 3.00 Lakhs in last 3 financial year.

B. Vendor must necessarily have current and past experience of supplying the Souvenir Articles.

C. Vendor should be capable to supply the Souvenir Articles at following destinations.

| Hotel Pilgrims Inn Shirdi, Dist - Ahmednagar | Mahabaleshwar Resort Dist - Satara | Matheran Resort Dist - Raigad |
| Bhandardara Resort Dist - Ahmednagar | Panshet Resort Dist - Pune | Malshej Ghat Resort Dist - Pune |
| Chikhaldara Resort Dist - Amaravati | Karla Resort Dist - Pune | Harihareshwar Resort Dist - Raigad |
| Tarkarli Resort Dist - Sindhudurg | Tarkarli House Boat Dist - Sindhudurg | Kunkeshwar Dist - Sindhudurg |
| Ganpatipule Resort Dist - Ratnagiri | Velneshwar Resort Dist - Ratnagiri | Aurangabad Resort Dist - Aurangabad |
| Ajanta T Junction Dist - Aurangabad | Ajanta Tourist Resort Dist - Aurangabad | Tadoba Resort Dist - Chandrapur |
| Nagpur Tourist Resort Dist - Nagpur | Wardha Resort Dist - Wardha | Bodhalkasa Resort Dist - Gondia |
| Titwala Dist - Thane | Elephanta Restaurant Mumbai | |
D. Vendor should be in position to supply printed Souvenir Articles with Maharashtra Tourism concepts and designs, photographs and Logo as and when required at mentioned location. The concepts & designs will be finalised by MTDC.

E. Preference shall be given to such agencies, which have an office and permanent authorized representative in Mumbai with an experience of providing such souvenirs to any tourist related corporation/agency/organisation.

F. All supply shall be made as per work order given by concerned authority and there should be door to door delivery at the MTDC’s Resorts / Hotels / Units within 15 days from the date of order issued.

G. The Cost of the Souvenir item will be inclusive of all i.e. GST as applicable, packing & forwarding charges, transportation charges, freight charges, etc.

H. The supplier should submit the sample of each article / item /product

I. Vendor must provide dedicated resources for contract execution.
1.2 **Scope of Work**

The scope of work for the empanelled agencies shall be,

1.2.1 All the Souvenir items / Articles must be with concepts and designs, photographs of Maharashtra Tourism’s destinations and logo of MTDC which is decided and selected by MTDC only. The design & concept to be approved by MTDC.

1.2.2 The supply should be done within stipulated time period as mentioned in supply order.

1.2.3 All the Souvenir items / Articles must be well packed.

1.2.4 Souvenir items / Articles are as follows:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Souvenir Article</th>
<th>Colour</th>
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<tbody>
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<td>Carry Bag with MTDC’s destination Print at front &amp; Back</td>
<td>White</td>
<td>30cm X 50cm</td>
</tr>
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<td>7</td>
<td>Power Bank with MTDC’s destination Print at front &amp; Back</td>
<td>-</td>
<td>5000mah</td>
</tr>
<tr>
<td>8</td>
<td>Diary with MTDC’s destination Print at front &amp; Back</td>
<td>-</td>
<td>10&quot; X 7&quot;</td>
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<tr>
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11 Wooden Frames with MTDC logo - 6.3" X 6.3"
12 Pen with MTDC logo - -
13 Visiting Card Holder with MTDC logo - -

1.3 PROCEDURE FOR SELECTION

A. All technical proposals should include declarations by the companies on their annual revenues for the last three years, total number of years of experience (company incorporation).

B. The technical proposals received will be scrutinized to assess their eligibility based on the qualifying criteria. Those proposals which do not meet the qualifying criteria will be rejected, forthwith, or at any stage of detection.

C. MTDC will finalise Agency / Agencies on basis the of their technical proposal. This assessment may be done by a special selection committee appointed by the MTDC. The final decision taken will be at the sole discretion of MTDC.

D. The shortlisted agencies need to show the Souvenir items / Articles will be printed with concepts and designs, photographs of Maharashtra Tourism’s destinations and logo of MTDC with samples ready.

E. Marks will be allotted to the agencies as per criteria of evaluation of Technical and samples submitted by agencies. The creative Articles mentioned within the EOI for empanelment document and the agencies will be ranked accordingly.

F. Empanelment of the agencies will based on technical scores. Agencies finalized for empanelment will be notified through an official communication from MTDC.

G. Any dispute between the corporation and agency will be referred to the M.D., MTDC.
1.4 Pre-Qualification Application Form

Sub: “Engagement / Empanelment of Agency for Supplying Souvenir Articles At All Mtdc’s Tourist Resort” Maharashtra Tourism Development Corporation Ltd, Government of Maharashtra undertaking

Note: The relevant information sought in proforma below may be mentioned in short against the points here only. Detailed documents/certificates etc. may be enclosed and flagged.

<p>| | |</p>
<table>
<thead>
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<tbody>
<tr>
<td><strong>A.</strong> Name &amp; Address of the Firm</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tel/Fax/email details</td>
</tr>
<tr>
<td><strong>B.</strong> Date of Establishment (enclose evidence)</td>
<td></td>
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<tr>
<td><strong>C.</strong> Branches (encloses details with address &amp; telephone no.)</td>
<td></td>
</tr>
<tr>
<td><strong>D.</strong> Is your firm a proprietorship, partnership or registered under the Companies Act. Please give details &amp; enclose certificate</td>
<td></td>
</tr>
<tr>
<td><strong>E.</strong> Details of Income Tax Registration. Enclose IT clearance / PAN details</td>
<td></td>
</tr>
<tr>
<td><strong>F.</strong> Service Tax Registration details &amp; enclose copy of latest service tax clearance certificate</td>
<td></td>
</tr>
<tr>
<td><strong>G.</strong> List of present clients &amp; sample of recently done work (enclose copies)</td>
<td></td>
</tr>
<tr>
<td><strong>H.</strong> (list no. of present clients here)</td>
<td></td>
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<tr>
<td><strong>I.</strong> Experience in the promotion of Tourism destinations along with samples (enclose copies)</td>
<td></td>
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<tr>
<td><strong>J.</strong> Shop Act License</td>
<td></td>
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<tr>
<td><strong>K.</strong> GST registration certificate from appropriate authorities</td>
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</tr>
<tr>
<td><strong>L.</strong> Details of Turnover during last 3 years. Balance sheet (mention last year’s turnover in crores here), Profit &amp; Loss accounts duly verified by C.A. (enclosed attested copies)</td>
<td></td>
</tr>
<tr>
<td><strong>M.</strong> The Bidder should have satisfactorily completed (from start to finish), at least one similar type of work amounting to 30% of estimated cost during last three financial years. The bidders should attach at least one work completion certificate / work order of successful supply of Souvenir along with client details.</td>
<td></td>
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This is to certify that I have understood the provisions of tender document and all the information given by me in tender document is true to the best of my knowledge

Signature of EOI Applicant
ANNEXURE I

GENERAL CONDITIONS OF TENDER & CONTRACT FOR EMPANELMENT OF AGENCIES

Note: EOI applicant should read these conditions carefully and comply strictly while submitting their interests.

A. Empanelment of agencies shall be done on the basis of criteria enumerated in the EOI and terms and conditions stated as below. Rate for various souvenirs shall be called as and when required which shall be on turn-key basis including all expenses on event particular. The empanelment will be for three years.

B. EOIIs must be submitted in properly sealed envelope according to the directions given in the EOI-Notice

C. Any change in the constitution of the firm, etc. shall be notified forth with by the contractor/firm in writing to the purchase officer/department and such change shall not relieve any former member of the firm, etc. from any liability under the contract.

D. No new partner/partners shall be accepted in the firm by the firm in respect of the contract unless he/she/they agreed to abide by all its terms, conditions and deposit with the purchase officer/department with a written agreement of this effect. The contractor/firms receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and shall be sufficient discharge for any of the purpose of the contract.

E. Sales Tax Registration and Clearance Certificate: No dealer who is not registered under the Sales Tax Act prevalent in the State, if applicable where the business is located shall tender. The Sales Tax Registration No. Should be quoted and a sales tax clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.

F. Copies of service tax registration & latest clearance certificate should be enclosed

G. EOI form shall be filled in ink or typed. No Tender filled in pencil shall be considered. The EOI applicant shall sign the tender form at each page and at the end in token of acceptance of all the terms & conditions of the EOI

H. Validity: Empanelment shall be valid for a period of three years from the date of execution of agreement. Review after each year will be taken to access performance of vendor

I. The contractor/ firm shall not assign or sub-let his contract or any substantial part thereof to any other agency

J. Direct or indirect canvassing on the part of the EOI applicant or his representative will be a disqualification.

K. In case of delay in services/supplies, liquidated damages will be charged @ 5% on the cost
of the work, continuos delay/defaults will lead to termination of contract.

L. The delivery period would be treated as specified in the work order/verbal orders for calculation of liquidated damages.

M. Earnest money Deposit

a. EOI shall be accompanied by an earnest money INR 78,000/- (INR Seventy Eight thousand only) without which EOI will not be considered. The amount should paid by DD drawn on Nationalised Bank in favour of Maharashtra Tourism Development Corporation Ltd, Mumbai

b. Refund of earnest money: The earnest money of unsuccessful tender shall be refunded soon after final acceptance of EOI.

c. No interest shall be payable on earnest money deposited with the Department
FORM I
AGREEMENT AND SECURITY DEPOSIT

A. Successful Agency shall have to execute an agreement as specified within 10 days from the date of dispatch of acceptance letter of the EOI and also have to deposit security money equal to 10% of the estimated value of the work order as and when any work order is placed
   a. Forfeiture of Security deposit: Security amount/in full or part may be forfeited in the following cases
      i. When any term and condition of the contract is breached
      ii. When the EOI applicant fails to make complete supply satisfactorily
      iii. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of Secretary, DoT shall be final
   b. The expenses of completing and stamping the agreement shall be paid by the EOI applicant and the MTDC shall be furnished free of charge with one executed stamped counter part of the agreement

B. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to Sole Arbitrator and whose decision shall be final

All legal proceedings, if necessary arise to institute by any of the parties (Government or Contractor/ firm) shall have to be lodged in courts situated in the city of Mumbai and not elsewhere.

I/we have carefully gone through/understood all above terms & conditions and I/we shall be binding to the above terms and conditions.

Signature of EOI Applicant
(With Seal)
FORM II
DECLARATION BY APPLICANTS

I / we declare that I am / we the information provided by us is true and correct.

If this declaration is found to be incorrect then with prejudice to any other action that may be taken, my / our security may be forfeited in full and the tender to any extent accepted may be cancelled.

Signature of the EOI Applicant with seal.
FORM III
:: AGREEMENT::

This agreement is made at Mumbai on this day of ...........2019

between

-------------------------, an Vendor having its registered office at ................................................

(hereinafter referred to as "Vendor") which expression shall mean and include it successors, representatives, authorized agents and assigns of the First Part

And

Maharashtra Tourism Development Corporation Ltd., Apeejay House, 4th Floor, 3, Dinshaw Wachha Road, Churchgate, Mumbai- 400 020 - (hereinafter referred to as “the Client” which expression shall mean and include its successors, representatives, authorized agents and assigns of the Second Part.

Whereas vendor is engaged in the business of supplying souvenir items / articles.

A. Purpose

The Client is interested in engaging the contract of supplying souvenir items / articles, at MTDCs resorts located various destination of Maharashtra Tourism and vendor has agreed to render such services as and when required to the Client, on the following terms and conditions hereinafter agreed to between the parties.

a. The Client hereby appoints vendor as supplier of Souvenir items / articles for promoting Maharashtra as a Tourist Destination.

B. The Scope of work of Agency as under:

The scope of work for the empanelled agencies shall be,

The scope of work for the empanelled agencies shall be,
1.4.1 All the Souvenir items / Articles must be with concepts and designs, photographs of Maharashtra Tourism’s destinations and logo of MTDC.

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C. TERMS & CONDITIONS

a. This Agreement will come in effect from the date of issue of empanelment order and unless sooner terminated, shall continue in full force and effect up to three years. Review will be taken before completion of one year and on that basis client will decide whether to renew the services of agency for the remaining period.

b. For other works, if any, the client may invite sealed financial bids from all the empanelled agencies and based on the approved samples/ estimates of the successful bidder, payment would be made.

D. PAYMENT MODE

Vendor will submit its bills/debit notes to the Client in triplicate along with the copy of the work order.

a. In case of the supplied articles, supported by voucher copy and bills thereof in 3 sets.

b. For any payment made by the client where the amount exceeds the actual and correct payable amount either due to oversight or due to any other reason, vendor would be bound to return the extra amount within one week after receipt of such notice.

c. The client would deduct TDS on all the payments as per rule. Vendor is bound to provide PAN number to the client. Vendor is entitled to seek details of such deductions made

E. PENALTY CLAUSE

For any delay/ damaged in delivery of goods and services penalty @ 5% on the amount of work order will be charged.

F. SECURITY DEPOSIT

a. An amount equal to 10% of the work order has to be deposited with the MTDC as the Security amount, which shall be returned after the satisfactory completion of the contract/ Job. This amount can be deposited through demand draft

b. However delay in return of the security money by the client will not invite any penalty on the client.
G. FORFEITURE OF SECURITY DEPOSIT

Security Deposit shall be forfeited in the following cases:

   a. When any terms and conditions of the contract are infringed
   b. When vendor fails to complete work satisfactorily
   c. Notice of reasonable time will be given in case of forfeiture of Security Deposit

The decision of the Managing Director, MTDC in this regard shall be final and binding on the vendor.

H. CONFIDENTIALITY

Vendor undertakes that it shall keep strictly secret and confidential and shall not disclose, divulge or reveal during the continuance of this agreement or at any time thereafter the confidential information disclosed, communicated or given by the client relating to the products, whether disclosed or communicated to vendor under this agreement or gained or otherwise acquired by vendor under or by virtue of or as a result of the implementation or performance of its obligation under this agreement.

I. INDEMNITY

Vendor shall indemnify and keep indemnified the Client against any loss or costs, charges and expenses to be incurred or suffered by the Client by reason of or as a result of vendor doing any act contrary to the provisions of this agreement.

J. TERMINATION PROVISION

Any party can terminate this agreement by giving 3 months notice in advance. For MTDC, the notice to be sent to Senior Manager, Resort Operation Branch, Maharashtra Tourism Development Corporation Ltd., Apeejay House, 4th Floor, 3, Dinshaw Wachha Road, Churchgate, Mumbai-400 020. For Agency, Mr………………………………, Address………………………………

K. ARBITRATION

Any and all claims, disputes, controversies or differences arising between the parties out of or in relation to or in connection with this agreement or with a breach thereof, which cannot be satisfactorily settled by correspondence or mutual conference between the parties hereto, shall be determined by arbitration. The venue of such arbitration shall be Mumbai and the language of arbitration shall be in English.

L. JURISDICTION

All legal proceedings, if necessity arises to institute, by any of the parties shall have to be lodged in courts situated in Mumbai and no elsewhere. This agreement will be deemed to have been made in Mumbai.
M. ENTIRE AGREEMENT

This agreement constitutes the entire agreement with respect to the subject matter hereof, and may only be modified or amended in a written document signed by both parties.

N. MODIFICATION

a. This agreement will be executed in duplicate and one copy will remain with the Client and the other with vendor.
b. The expenses of completing and stamping the agreement shall be paid by vendor and the Department shall be furnished free of charge with one executed stamped counter part of the agreement.
c. Any modifications of this agreement shall be made in writing by mutual consent of the parties.

IN WITNESS WHEREOF the parties have put their hands the day and year first herein above written.

For – M/s -------------------------------

(Signature, Full Name & Seal)

Mr/Ms ---------------------------------

WITNESS No.1:
WITNESS No.2:

Signature for and on behalf
FOR- MTDC, Government of Maharashtra Undertaking

(Signature, Full Name & Seal)

Mr/Ms __________________________

WITNESS No.1:
WITNESS No.2: