



Document No.....

**TENDER DOCUMENT FOR FRANCHISING OF MINI TRAIN
OPERATION AT BOAT HOUSE, OOTY**

TAMILNADU TOURISM DEVELOPMENT CORPORATION LIMITED,

TAMILNADU TOURISM COMPLEX,

No.2, Wallajah Road, Chennai-600 002

Telephone(s) : 25367850 to 54 – Fax No.(044)25381567/25382772

E.Mail: ttc@vsnl.com – Web. <http://www.tamilnadutourism.org>

TAMILNADU TOURISM DEVELOPMENT CORPORATION LIMITED, CHENNAI

Tamilnadu Tourism Complex, No.2, Wallajah Road, Chennai – 600 002.
 Telephone No.25367850 to 25367854 Fax No: (044-25382772/25381567)
E.Mail ttdc @ vsnl.com Internet <http://www.tamilnadutourism.org>.
www.ttdconline.com/

NOTICE INVITING TENDER No.225/FH/2010, dt: 18 .2. 2010
FRANCHISING OF MINI TRAIN AT BOAT HOUSE OOTY

For and on behalf of Tamilnadu Tourism Development Corporation Ltd., sealed tenders are invited in the prescribed original tender documents for franchising of Mini Train operation at Boat House, Ooty.

Sl. No	Name of the Item	Period of Operation	EMD Amount
1	Franchising of Mini Train Operation at Boat House, Ooty	3 years	Rs.1,00,000/-

COST OF TENDER DOCUMENT: Rs.1000/- + 4% VAT *By Post Rs.100/- Extra

2. Sale of Tender Documents : From the date of advertisement to 11.3.2010 on all working days (Monday to Friday between 10 A.M to 5 P.M)
3. Date and time for submission of Technical bid and price bid : 12.3.2010 upto 3.00 PM
4. Date of Opening of Technical Bid : 12.3.2010 upto 3.30 PM
 Registered office, TTDC Ltd.,
 Tamilnadu Tourism Complex,
 Conference Hall,
 3rd Floor, Near **Kalaivanar Arangam**,
 No.2 Wallajah Road,
 Chennai – 600 002.

Tender documents will be issued on written requisition against receipt of cash or Demand Draft drawn in favour of “Tamilnadu Tourism Development Corporation Limited” (Payable at Chennai). Tender cost is not refundable. Any postal delay or loss in transit will not bind TTDC Ltd. The Tender submitted beyond the date and time fixed shall be summarily rejected. In the event of last date for submission/ opening of tender falling on a holiday, the acceptance/opening of the tenders will be on the next working day at the same time and venue.

The Managing Director, TTDC Ltd., reserves the right either to accept or reject any or all the Tenders and postpone the due date without assigning any reason therefor.

All other details shall be obtained from the Hotel Section, TTDC Ltd., at Registered office as mentioned above. You may also visit TTDC’s website <http://www.tamilnadutourism.org> and also <http://tenders.tn.gov.in> for downloading the tender documents, free of cost.

MANAGING DIRECTOR.

TAMILNADU TOURISM DEVELOPMENT CORPORATION LIMITED

Tamilnadu Tourism Complex, 2, Wallajah Road, Chennai-2.

**Name of work : Franchising of Mini Train Operation at Boat House,
Ooty.**

INSTRUCTIONS AND CONDITIONS TO TENDERER

1. Sealed tenders are invited from the leading reputed Hoteliers with proven track record for operation of Mini Train operation upto 3.00 p.m on 12.3.2010.
2. Tenders should be in the prescribed original form obtained from the above address and it should be sent in two separate wax sealed cover super scribed as “**TECHNICAL BID for Franchise of Mini Train Operations at Boat House, Ooty and PRICE BID for Franchise of Mini Train Operation at Boat House, Ooty** to the Managing Director, Tamilnadu Tourism Development Corporation Limited, Chennai-2 by designation. Sealed tenders can be submitted or sent by post at the following address: -

**The Managing Director,
Tamilnadu Tourism Development Corporation Limited,
Hotels Division,
Tamilnadu Tourism Complex, 2nd Floor,
Near Kalaivanar Arangam,
No.2, Wallajah Road, Chennai-600 002**

The tenders not in the prescribed original form will be summarily rejected.

3. The Technical Bid must be accompanied by an **Earnest Money Deposit** as mentioned in the NIT Payable by Crossed Demand Draft on any one of the Scheduled Banks having its office at Chennai. The Demand Draft should be drawn in favour of “Tamilnadu Tourism Development Corporation Limited”. No other form of Earnest Money Deposit will be accepted.
4. The Eligibility Criteria of the tenderer is at **Annexure I**. Tenders received without Earnest Money Deposit along with Technical Bid will not be accepted and the same will be summarily rejected.
5. The successful bidder shall be intimated on his selection for the award of contract.
6. The tenderer (Authorised signatory of the Company) should sign at the bottom space of all the pages of tender document.

7. The Technical Bids will be opened at ⁵ TAMILNADU TOURISM DEVELOPMENT CORPORATION Ltd., Conference Hall, III Floor, Tamil Nadu Tourism Complex, No. 2, Wallajah Road, Chennai-2 on 12.3.2010 at 3.30 p.m. The qualified tenderer's Price Bid will be opened on a date and time which will be intimated to the technically qualified tenderers. Both the Bids will be opened in the presence of tenderers or their authorised representative who choose to be present at that time.
8. Earnest Money Deposit of the successful bidder shall be forfeited in the event of withdrawal of his bid, before the bid validity period or in the event of the failure of successful bidder to furnish the bid security or to execute the agreement within the specified period. In addition to the forfeiture of Earnest Money Deposit, steps will be taken to blacklist the defaulter.
9. The Earnest Money Deposit of unsuccessful tenderers will be refunded after a decision taken on the tender.
10. The amount deposited as Earnest Money Deposit as required in Clause 3 above will not carry any interest.
11. Successful tenderer will be intimated about the acceptance. Hence no enquiry in this regard need be made.
12. All columns in the tender schedule shall be duly, properly and exhaustively filled in ink. The rate shall be entered in words also underneath the figures. No alteration in the description of the schedule shall be permitted. All corrections should be authenticated under the full signature of the tenderer. In case of variations in the rate quoted in words and in figures, the rate quoted in words only will be taken into consideration.
13. The tender shall be valid for 90 days from the date of opening of Price Bid.
14. The two sealed cover containing the Technical Bid and Price bid separately should be submitted in one sealed cover along with a covering letter.
15. In exceptional circumstances, the TTDC may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by E-mail or fax). The bid security provided shall be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request is not required or permitted to modify his bid.
16. Bids must be received by the TTDC at the address specified not later than the time and date specified in the Invitation of Bids. In the event of the specified date for the submission of bids being declared a holiday for the TTDC, the bids will be received upto the appointed time on the next working day.
17. The TTDC may, at its discretion, extend the deadline for submission of bids by amending the bid documents. In which case all rights and obligations of the TTDC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. During evaluation of bids, the TTDC may, ⁶ at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing.
19. The TTDC will scrutinise the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Representatives, without proper authorisation from the tenderer shall be treated as non-responsive.
20. No bidder shall contact the TTDC on any matter relating to its bid, from the time of bid opening till the contract is awarded.
21. Any effort by a bidder to influence the TTDC in the TTDC's bid evaluation, bid comparison or contract award decisions may result in rejection of the bidders bid.
22. The notification of award will constitute the formation of the contract.
23. The Tenders submitted beyond the date and time fixed shall be summarily rejected.
24. The papers of the Technical bids should be numbered serially by the tenderer himself in ink.
25. Any postal delay or loss in transit will not bind TTDC Ltd.
26. The Managing Director, Tamilnadu Tourism Development Corporation Ltd., reserves the right either to accept or reject any or all the tenders at any time prior to award of contract.
27. Evaluation of tenders would be in accordance with the provisions of Tamil Nadu Transparency in Tenders act 1998.
28. Disputes if any arises, the Arbitrator will be appointed by mutual consent of both the parties and the arbitration proceedings will be as per Arbitration Act. The Jurisdiction will be at Chennai.
29. Disputes if any arises, the Arbitrator will be appointed by mutual consent of both the parties and the arbitration proceedings will be as per Arbitration Act. The Jurisdiction will be at Chennai.

SIGNATURE OF TENDERER

DATE:

MANAGING DIRECTOR.

FRANCHISE OF MINI TRAIN OPERATION
AT BOAT HOUSE, OOTY

1. The Mini Train at Boat House, Ooty will be handed over to franchisee on 'AS IS WHERE IS CONDITION'. Any improvements need to be done only by the franchisee at his own cost. The word 'AS IS WHERE IS CONDITION' means that the Mini Train available as on date of the Quotation only. No improvements/ modifications/ Additions/ Alterations will be carried out in the Mini Train after the tender notice are published. Arresting leakages, putting up compound wall, laying approach road, eviction of encroachments if any will be the responsibility of the Franchisee only.
2. The Mini Train operations shall be run in the name of 'FRANCHISEE' but the fact that the property belongs to TTDC to be indicated in the Name Board.
 - 2(a) The franchisee should utilize the property only for the purpose of running of stipulated Mini Train and operations and not for any other purpose.
 - 2(b) The franchisee should also take steps to provide clean and neat Toilet facility to the user of Mini Train .
3. The franchisee should produce documentary proof of their residence like ration card or Voter identification card.
4. No additions, alterations, modifications to the operation of Mini Train shall be made in any manner without the written consent of the Franchisor and the Franchisee shall maintain Mini Train in good condition.
5. The Franchisee shall operate Mini Train in good condition. The franchisee should furnish quality certificate from competent authority for Mini Train. The franchise fee quoted by the Franchisee initially will carry escalation of 10% every year on compounded basis.
6. The franchise is solely responsible for any mishap, injury, accident caused to public while utilising the Mini Train The franchisor shall not be responsible for such incidents.
7. The franchisee shall take insurance coverage under public liability clause during the period of operation.

8. The franchise shall maintain the Mini⁸ Train and Track in proper condition and should furnish a schedule of preventive maintenance for said lease Mini Train .
9. The Franchisee will have to remit the Franchise Fee for the 1st year in full within 30 calendar days from the date of receipt of acceptance of the Quotation. Further relaxation of due date will not be entertained at any cost. If the Franchisee fails to remit the Fee within the due date, the TTDC has the right to cancel the acceptance without any intimation to the franchisee.
10. The franchisee should take over the franchised unit within one month time from the date of receipt of allotment orders, and Mini Train should be operated within 15 days from the date of taking over the Mini Train, failing which the franchiser shall have the right to cancel the allotment order and forfeit earnest money deposit and the firm will be block listed.
11. The license of franchisee is renewable every year by paying the franchise fee, 3 months in advance.
12. The franchise is for a period of 3 years only. The franchise fee for the second and subsequent year is to be remitted three months earlier than the date of second and subsequent years of franchise and then the franchise license is to be got renewed. If the franchisee fails to remit the 2nd and subsequent year fee before 90 days, the Franchisor is at liberty to invoke the Bank guarantee at any time before the end of the Franchise year.
13. If the franchisee failed to pay the franchise fee of 2nd and subsequent years within the stipulated period, 14% interest will be levied and if the franchisee failed to remit the fee and the interest even after 3 months from the due date, action will be taken to take over the Mini Train from the franchisee.
14. The Franchisee should operate the Mini Train on continuous basis throughout the franchise period. If the franchisee fails to operate the Mini Train for a period of three months continuously the franchiser shall issue a notice to the franchisee and if the franchisee fails to operate the Mini Train even after one month on receipt of the notice the franchisor shall re-enter premises and resume the possession and the operation of the Mini Train without further notice.

15. In case if the Franchisee fails to remit the ⁹ franchise fee of the subsequent years before 90 calendar days from the date of expiry of the earlier franchise period, apart from invoking the Bank Guarantee, the Franchisor reserves the right to re-enter the premises to take possession of the property/operations.
16. The Bank guarantee equivalent to 50% of the Franchise value of the 3rd year franchise fee should be furnished by the franchisee for a period of 4 years at the time of taking over the property by the franchisee in the first year.
17. The prescribed format of specimen agreement has been referred to Government for necessary modification if any. The parties have to therefore specifically agree that they would enter into fresh agreement as revised by Government without any murmur or protest as the present agreement is entered into on the specific understanding that TTDC being a company wholly owned by the Government of Tamilnadu, they are bound by the modifications and alterations suggested by the Government to this agreement.
18. In case of default in payment of Franchise amount or furnishing Bank Guarantee, the Franchisor shall re-enter the premises and resume possessions and operation of the items franchised.
19. The Franchisee shall maintain the Mini Train in good condition and shall compensate the franchisor for any damages to such properties with replacement value. The following maintenance work to be undertaken by the Franchisee:
- Enamel Paint - Once in a years for Mini Train
 - Service to be done - Condition of Mini Train should be checked every day before operation and ensure fitness to operate.
 - Garbage to be disposed - Should be cleared end of every day.
 - Allotted place - should be kept neat and tidy.
20. All rates, taxes as applicable on the franchise fee (Urban land + property) assessments, charges, claims, consent fee levied by the Pollution Control Board, demands and out goings (Except the ground rent payable to the State Govt.) shall be borne by the Franchisee.

21. After the expiration of Franchise period,¹⁰ the Franchisee shall handover the Mini Train of all immovable properties franchised, including addition made by the Franchisee with due consent of the Franchiser.
22. The Franchisee shall not claim any title to the Mini Train already handover and modified by him or claim any compensation at the time of surrendering Mini Train after the expiration of the Franchise.
23. All sanctions, permissions no objections, letters of intent, consent, licenses, clearance, approvals etc. shall be obtained by the Franchisee at his cost and such document shall be kept effective and in force at all material times.
24. Poor spare parts should be replaced immediately and safety certificate with validity should be obtained from the authorised State Govt. Safety Officer and produced before operation.
25. The Mini Train & Track shall be insured against fire, rioting and other possible losses and the insurance policy be taken in the joint names of the Franchisor and the Franchisee and the insurance premium be borne by the Franchisee. Franchisee should pay the compensation to the rider or their relatives if any accident happens at their own cost if they claimed.
26. The Franchisor shall have the right to inspect the Mini Train also the books of accounts, etc. at any time.
27. The franchisee shall not encumber the Franchised properties by way of pledge, hypothecation, mortgage, charge, lien, lease, leave and license or in any other manner.
28. The franchisee has to confine his activities only within the specified area handed over to him.
29. The franchisee shall not permit his clients to use the open space available within the premises, which has not been allotted to him.
30. No political meeting/banner shall be allowed within the Train, which has been allotted to him.
31. No unlawful activities like betting, gambling, etc. shall be allowed inside the Train.
32. Anti Government activities shall not be allowed inside the Train/ place allotted to him.

33. In case the franchisee commits breach of¹¹ any of the terms and conditions and stipulation herein contained on the part of the franchisee to be observed and performed, then in such cases the franchiser shall be at liberty to give a notice in writing (by RPAD) to the franchisee to set right or rectify the breach or omission of any of the terms, conditions and stipulations of this agreement and in case of non compliance on the part of franchisee within 30 days of the receipt of such notice, this agreement at the option of the franchiser may be terminated and upon such termination this agreement shall become null and void and all the rights of the franchisee herein shall immediately cease and determine. The agreement may also be terminated for any criminal acts on the part of the franchisee which need not be referred to arbitration.
34. The Franchisee should cover his establishment under EPF and Miscellaneous Provision Act, ESI Act and all other industrial legislations without fail. They should also produce EPF, ESI and other statutory for verification.
35. The Franchisor shall have the right to take over the operation and terminate the franchise agreement, in case of default or any type of malpractice noticed on the part of the Franchisee.
36. In the event of franchise being cancelled by Pollution Control Board's Directives the franchisor will not be liable for refund of franchise fee.
37. The Franchisee should take possession of all the movable articles belonging to him at the time of handing over the Mini Train to the franchisor failing which the properties will be disposed off by TTDC as deemed fit without further notice to franchisee.
38. The Franchisor will not be vicariously liable for any act of the Franchisee and the Franchisee shall alone be liable for violation of any law and the Franchisee agrees to indemnify the Franchisor from all claims.
39. All costs, charges, including stamp duty and registration charges, etc. shall be borne by the franchisee.
40. On the expiry of the Franchise, the Franchisee shall handover all articles which were entrusted in good conditions as per schedule annexed.
41. TTDC shall reserve the right to renew or otherwise the franchise after expiry of 3 years.
42. A display board should be kept in main place and sale point for showing the items which are allotted to them as mentioned in the franchise order. TTDC name along with franchise

name, franchise order No. and Date¹² period of franchise should also highlighted in the board. (Display Board should be got approved by TTDC).

43.No operation should be undertaken except the allotted items.

44.The franchise should close their operations within the stipulated time schedule (i.e. 9.00 hrs to 19.00 hrs).

45. The franchisee shall not sublease the license to operate the Mini Train, which is liable for cancellation.

46.In case of any dispute, the decision of the Managing Director TTDC will be final. The Managing Director TTDC will pass orders after giving an opportunity of hearing to the franchisee.

Place of Arbitration - Chennai

47.The franchise should arrange all for operation of Mini Train at their own cost. The Mini Train Driver and other staff should have experienced in this field.

48.The Mini Train operator should get the stability certificate from I.I.T. professors of Chennai before commencement of Mini Train operation.

Place:

SIGNATURE OF THE TENDERER.

Date:

ANNEXURE ITECHNICAL BID

1. The bidder having the following minimum qualification criteria only shall be considered for technical evaluation.
2. The bidder should have minimum one year experience in operation and maintenance of Mini train including track (rail) maintenance either on his own or through his joint venture partner or through a predetermined agency. (Copy of such joint venture agreement or agreement with the agency, as the case may be, should be enclosed with the technical bid).
3. The Tenderer should submit the Audited annual accounts of the firm for the proceeding 1 year.
3. The Tenderer should produce the latest Solvency certificate by Thasildar or by Nationalised Bank not earlier than June 2009 equivalent to 2 times the amount quoted by them in the Tender.
4. Should furnish VAT Registration Certificate.
5. Tenderer should furnish attested Xerox copy of Ration Card or Voter Identity Card for address proof if it is a proprietary concern.
6. Each and every page of schedule should be signed by the tenderer and submitted along with the Technical Bid only.
7. EMD should be remitted along with technical bid only

SIGNATURE OF TENDERER
DATE:

MANAGING DIRECTOR.

PRICE BID**ANNAUL FRANCHISE OFFER FOR FRANCHISING OF MINI TRAIN
OPERATIONS AT BOAT HOUSE, OOTY**

Rs.....per annum

(Rupees.....)

.....only)

1. The Franchise will be for 3 years.
2. The Franchise value quoted above will carry escalation of 10% every year on compounding basis.
3. The bidder is requested to inspect the existing Mini Train operation to ensure feasibility and acquaint himself before bidding for the operations.

I certify that I have gone through the conditions and instructions and

I have understood the terms and conditions.

I agree to abide by the terms and conditions of Tamilnadu Tourism

Development Corporation Limited.

SIGNATURE OF TENDERER.

Details of Mini Train at Boat House, Ooty

1. Engine Capacity of the Mini Train: 49 HP
2. No. of Bogies : 10 Bogies (Each Bogie with 10 seating capacity)
3. Length of the Track : Double Track - 286.00 M 2(or) 371.22 Sq.ft.
Single Track - 1057.50 M 2
-
- Total 1343.50 M 2 (or) 14,456 sq.ft.
-

SIGNATURE OF THE TENDERER

FROM : HOTEL TAMILNADU, COIMBATORE.
 30/01 2010 15:41 FAX 04232444369

FAX NO. : 91+422+2302184
 HOTEL TAMILNADU DORTY

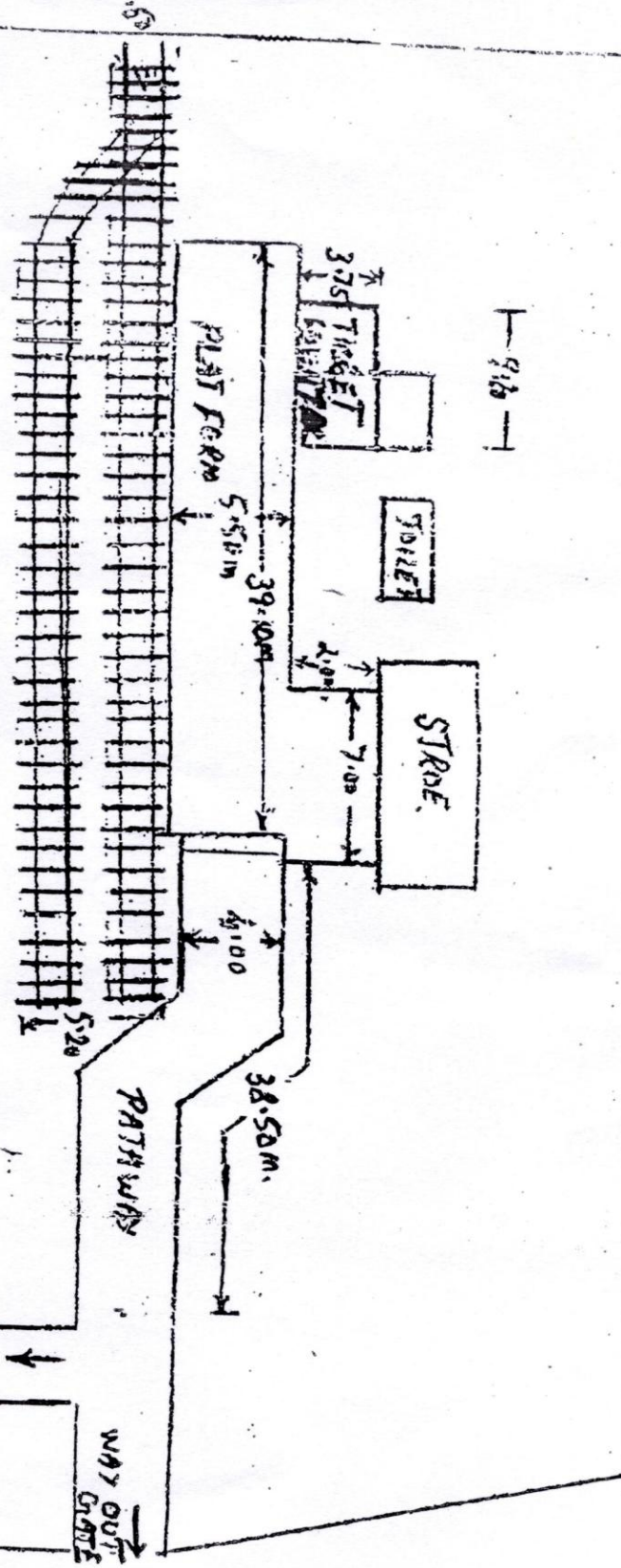
Jan. 30 2010 14:56

PLAN SHOWING THE SITE PLAN OF MINI TRAIN TRACK AT BOOTH HOUSE DORTY

KANTHAL ROAD

ROAD

DORTY



TICKET COUNTER

TRACK

Double Track. $1 \times 1 \times 55.00 \times 5.20 = 286.00 \text{ m}^2$

Single Track. $1 \times 1 \times 705.00 \times 1.50 = 1057.50$

Platform

$1 \times 1 \times 39.10 \times 5.50 = 215.25$

Pathway

$1 \times 1 \times 7.00 \times 2.00 = 14.00$
 $1 \times 1 \times 38.50 \times 4.00 = 154.00 \text{ m}^2$
 1857.04 sqft

229.05 m^2 or 2464.58 sqft

[Handwritten signature]
 29/1/10
 J. S. S. S.

WAY TO LOCKE

WAY OUT GATE

[Handwritten signature]
 30/1/10