TENILNADU TOURISM DEVELOPMENT CORPORATION LTD
ARINGAR ANNA TOURIST COMPLEX
PICHAVARAM

Tender Document No: 10/Boat House/Pichavaram/2021

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TENDER DOCUMENT FOR LEAVE AND LICENSE OF EMPTY SPACE (65,880Sqft) and SEMI PERMANENT STRUCTURE CONFERENCE HALL 1876 Sqft NEARLY 120 SEATING CAPACITY AT ARINGAR ANNA TOURIST COMPLEX PICHAVARAM FOR DEVELOPING AND PROVIDING AMUSEMENT / SHOPPING FACILITIES TO THE TOURISTS

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TENDER INVITING AUTHORITY

REGIONAL MANAGER (CENTRAL)
HOTEL TAMIL NADU, TRICHY.
On Behalf of
MANAGING DIRECTOR
TAMIL NADU DEVELOPMENT CORPORATION LTD.,
Sealed and competitive tenders are hereby invited in two bid system (Technical bid & financial bid) from leading Merchants, agencies, business men, Amusement game providers etc, to take up the existing vacant space measuring (65880 Sqt) as earmarked in the sketch along with the existing Semi permanent structure conference Hall (1876 Sqft) of seating capacity ...120... to develop and provide different multipurpose activities, amusement games and sale of handicraft articles etc.

1. **EMD** : 50,000/- in the form of D.D drawn in favor of Tamilnadu Tourism Development Corporation Ltd, payable at Killai.

2. **Place, Date and Time of :**
   **Sale of Tender form**
   Manager,
   BH- Pichavaram, Killai (Po)
   Chidambaram, Cuddalore,
   From 25.1.2021 to 10.2.2021 on all working from 10.00 am to 5.00 pm

**Last date for Purchase of Tender form** : 5.00pm on 10.2.2021
Last date, time & Venue
For Submitting Filled in Tender: 11.2.2021 before 1.00pm at The Regional Manager(C)’s Office, TTDC Ltd, Hotel Tamilnadu, MC Donalds Road, Trichy-1

Cost of Tender Form: Rs 1000 + Tax180= Rs.1180
Rs.1280/- by post

Free download of tender Schedule can be had from: 1.www.tamilnadu tourism.org
2.www.tn.tenders.gov.in
Corrigendum, if any, would appear only on the said website and not be published in any newspaper.

Date and Time of Opening of Technical bid: The Regional Manager(C)’s Office Hotel Tamilnadu Trichy-1. 11.2.2021 at 3.00 pm

Date and time of opening of financial bid: Shall be intimated separately to the technically qualified tenderer.

Note:
1. The empty space & the Semi permanent Conference Hall will be handed over to the successful tenderer in "as is where is Condition".

2. The tenders not complying with terms and conditions, specifications in tender document and not accompanying EMD D.D will be summarily rejected.
3. The time schedule should be followed strictly. Any bids received after the deadline prescribed alone will remain unopened.

4. Postal transaction can be had for submission of the tender form. But TTDC shall not take responsibility for delay or missing tapals.

II. INSTRUCTION TO THE BIDDER

1. The leave and license is initially for one year. However it may be extended for 2nd & 3rd years based on the satisfactory performance of the Licensee.

2. The Licensee should quote license fee for 3 years. There should be a minimum increase of 5% fee in the subsequent years, otherwise the price bid will be rejected.

3. The price bid should be filled in neatly without any overwriting or usage of whitener. If corrections occur the figure should be stricken off and written again neatly with due attestations in all places.

4. All enclosures should be in neat Xerox with self attestation.

5. The tender should be submitted in **2 cover system**. That is Technical bid and EMD D.D (plus DD for cost of tender form, if applicable) in one cover and Price bid in another cover. Both to be included in another bid cover. All covers need to be sealed properly.
6. One authorized person will be allowed for one tender during tender opening process.

7. Tenderer is fully responsible for safe proper sealing and submission of Tender covers.

8. Technically Qualified Tenderers alone will be called for Price bid opening.

9. EMD to the unsuccessful Tenderer shall be refunded as and when a valid decision is taken regarding successful tender.

10. EMD of tender shall be forfeited.
   a. If withdraws his tender or backs out after acceptance of tender or fails to remit security deposit or non-execution of agreement.
   b. If any bidder furnishes incorrect info, fraudulent or false statement/info/document
   c. If he revises any terms quoted during validity period

11. The price bid should have a **validity of 90 days from the date of opening of the price bid.** If circumstances arise, the Licensee should be in a position to extend the validity till such time it is requested by TTDC authorities as per rules in force.

12. The Tenderer may also send his bid through post, but TTDC will not be responsible for any delay/loss of bids.
III. CRITERIA FOR TECHNICAL QUALIFICATION

1. The Tenderer should have minimum one-year experience in any of the activities he desires to operate. Documentary proof to be enclosed.

2. Documentary proof for below should be submitted:
   a. Average annual turnover of Rs.1.00 crore (One Crore) in a year duly certified by Chartered Accountant for 3 years 2016-17, 2017-18 & 2018-19
   b. Summarized page of Balance Sheet and Profit and Loss A/c (Audited) for last three financial year 2016-17, 2017-18 & 2018-19

3. The tenderer should enclose audited balance sheet for the last three financial years (Audited) 2016-17, 2017-18 & 2018-19.

4. The tenderer should produce I.T return Account year wise for the last three financial years 2016-17, 2017-18 & 2018-19.

5. The tenderer should produce attested Xerox copy of G.S.T Registration Certificate + Returns filed for Service Tax/GST for the year 2018-19.

6. If the tenderer is an individual, he should produce Xerox copy of Pan Card, attested ration card, Aadhar card, Voter I.D as address proof.

7. The tenderer should sign all pages of the tender document and return with Technical bid as a proof that he had fully read the document.
IV REJECTION OF TENDER

Tenders will be summarily rejected if:

a) EMD requirements are not complied with
b) Not satisfying any bid requirement
c) Bids received after due date and time
d) Validity period of quote is less than stipulated time
e) Tenderer black-listed by any Government company
f) Tender sent by e-mail/fax
g) Tender not in prescribed format
h) Tender past performance not satisfactory
i) Bids with incomplete/ambiguous information will be rejected
j) Tender not signed in all pages
k) Tender having corrections/over writings without attestation.

TERMS AND CONDITIONS

1. The Licensor hereby grants revocable leave and license to the licensee to occupy and use 65,880 sq.ft of open space and 1876 sq.ft. of conference hall of the Licensor (hereinafter referred to as the Licensed Premises) for a period of one year initially, from date of execution of Agreement, which may be extended up to 2 years based on the performance of the licensee, without creating any tenancy rights or any other rights, title and interest in favour of the Licensee.
2. The Licensee shall pay to the Licensor the annual rent as fixed before 3 months of the expiry of existing lease and apply for renewal of further release. The licensee shall pay to the Licensor 5% of his annual fee without interest as security deposit, for the use of the said licensed premise which will be refunded on expiry of the tender period.

3. If the licensee desires to extend the license for the next year, he should inform in writing before 3 months of expiry of the previous year license. The Security Deposit already deposited shall continue to remain with the Licensor for the extended period of one year and thereafter. This should be at least 30 days ahead of expiry of the previous license, failing which the leave and license shall be treated as cancelled.

4. As soon as Security Deposit is remitted the Licensee should execute an agreement in Non–Judicial stamp paper of value 100/- and register the same at his own expenses.

5. The licensed premises are given to the Licensee on personal basis and the Licensee will not be entitled to transfer the benefit of this agreement to anybody else or will not be entitled to allow anybody else to occupy the premises or any part thereof.

6. The Licensee shall not be deemed to be in the exclusive occupation of the licensed premises and the Licensor will have the right to enter upon the premises at any time during working hours to inspect the premises.
7. The empty space inside the complex (65880 Sq.ft) and the semi permanent structure Conference Hall of 1876 Sq.ft will be handed over to the successful Licensee in "as is where is" condition.

8. The Licensee may effect any upgrading to the Conference Hall and furnished suitably if he so desires to his need, without any material alteration to structure under intimation to the licensor.

9. The basic structure of the Conference Hall should not be altered.

10. For any additional construction of buildings or extension in the Conference Hall, the Licensee should obtain our Head Office permission in writing and should vacate and handover the super structure with TTDC as is, without removal of fixtures, while handing over back the property on expiry of leave and license.

11. The Licensee may put up semi- permanent structures and install children play materials/ children amusement/ adventure games and run on his own accord.

12. The Licensee should not cut the living trees in the open space without permission of the Licensee.

13. The Licensee should inform in writing about the basis/ games /activities intending to operate at the licensed out site and building.

14. No other activity except the permitted items to be run in the site and building.
15. The Licensee should obtain license from the concerned statutory authorities/ local bodies for running the activity and to be shown to the Manager Boat House Pichavaram in addition to handing over the copy of the same for record.

16. Display Board should contain TTDC Logo and the word “Licensee of TTDC”

17. Banned activities/ Banned articles should not be sold in the licensed properties

18. If MRP items are sold, MRP rate only should be collected from the tourists.

19. The properties inside the building should be protected by the licensee by engaging security guards, TTDC will not be responsible for any theft or loss or damage.

20. The Licensee should pay GST to his sales turnover as applicable.

21. The Licensee should arrange water and electricity to his building (or) purchase from TTDC by having separate EB Meter/ Water meter.

22. The activities run inside the buildings should in no way be a hindrance/ disturbance to the visiting tourists.

23. The Licensee should maintain a “Complaint & Suggestion Book” in his buildings and send the extract of the report, if any, to the Manager Boat House Pitchavaram and Regional Manager (Central) Trichy every month.

24. The Licensee and his staff should behave politely with the tourists and avoid complaints of any sort.
25. The Manager Boat House and or officials authorized by TTDC have right to inspect the licensed premise and the business being run therein.

26. Licensee’s business time should abide by operating time of the boat house.

27. Licensee shall make comprehensive insurance for Licensee’s men, material any other property in the venue. TTDC will not be responsible for any loss/ theft/ damage etc. due to natural calamity like cyclone, Flood etc or otherwise.

28. The Licensee shall abide by the rules and regulations and the levies imposed or to be imposed by Central, State and District administrations from time to time.

29. The Licensee shall be solely responsible for any untoward, illegal activities accruing at his area and should bear the cost, consequences, and legal actions, if any.

30. Licensee’s staff shall be provided with separate uniforms and I.D Cards for identification.

31. Premise shall be kept clean, neat and hygiene should always be maintained in addition to effecting monthly pest control activities by Licensee. Clean drinking water to be provided to visitors and guests at premise.

32. If any loss/ damage is caused to TTDC property by Licensee /his men, the same should be made good at once.
33. If the successful tender withdraws the bid at any stage of the tender process, his EMD will be forfeited without any further notice.

34. If either party wants to terminate the agreement, three months' advance notice should be given, in which case license amount for the 3 months will continue to be paid.

35. Sub license or pledge, hypothecation, mortgage etc of the property is not permitted. No third party shall operate on the premise.

36. If the Licensee breaches any of the provisions of this Agreement, a notice to cure the breach will be sent by the Licensor to Licensee. The Licensee should cure the breach within 15 days of receipt of notice to cure the breach.

37. In the event, the Licensee fails to cure the breach within the cure period, the leave and license shall be terminated at once forfeiting the Security Deposit, reserving right for damages and loss etc.

38. TTDC has got right to deny for extension of the License without assigning any reason there for.

39. No political banner/meeting/influence should be allowed inside the licensed property.

40. The Licensee should display menu/tariff board in visible place for the items sold or activities undertaken with prior approval from TTDC.

41. Any violation of above terms and conditions will constitute a breach.
42. As soon as the expiry of license period, the Licensee should hand over vacant possession and other materials if any to the Manager Boat House, Pichavaram in good condition with proper acknowledgement. Only after assessment of condition of premise will security deposit be returned to Licensee.

43. The Licensee should not encumber extra space from TTDC. If he requires extra space, he should apply for it from TTDC Head Office and pay the charges as prescribed for it.

44. It is also the responsibility of the Licensee not to let the allotted space for encumbrance of any third party during license. The same will constitute a breach.

45. TTDC’s Managing Director’s decision is final in all disputes and binding on both the parties.

46. In the event of any disputes, differences or claims arising between the parties in connection with these presents or the construction or interpretation of any of the clauses hereof or anything alone or omitted to be done, the same shall be referred to Arbitration by a Sole Arbitrator appointed by TTDC. The venue of arbitration shall be at Chennai and the language of arbitration shall be English. The decision of the said sole Arbitrator shall be final and binding upon parties.

47. The Agreement shall be governed by Laws of India and Courts in Chennai alone will have jurisdiction and Arbitration and Conciliation Act, 1996 would be applicable.

48. The Licensee should allot the Conference Hall to the Tourism Department/ TTDC on free of rentals for any
departmental functions like Pongal Festival, Tourism day festival etc.

49. The Licensee should take necessary safety arrangements/insurance coverage for the tourists while they take part in amusement/adventure games/in business activities. However, it is the full responsibility of the Licensee only to provide necessary compensation to the tourists in full in case of risk / happening untoward incidents.

50. The Licensee shall comply with all applicable Laws, rules and regulations.

51. The Licensee shall indemnify, keep indemnified, the Licensee from and against all claims, losses, injuries, calamities, damages, actions or proceedings, including direct, indirect or consequential and costs and expenses including reasonable advocate fees, expect fees, Court costs and expenses of litigation that the parties may incur as a result of non-performance of any statutory or other contractual obligation or arising from breach of provisions of Leave and License agreement or violation of Law or inaccuracy/misrepresentation under the Leave and License Agreement.

To Be Leased out Location:

Furnished in the sketch vide page no:15
### PRICE BID
**BOAT HOUSE, PICHAVARAM**

**Price bid for leave and license of Semi- permanent Structure Conference Hall & along with empty space at Boat House Pichavaram**

1. **Name of the Tenderer:**

2. **Full Address :**

3. **Cell .No :**

I hereby submit my most competitive bid for taking the vacant space 65880 Sq.ft and the semi permanent Hall at Boat House and the multipurpose room at Boat House Pichavaram Complex.

<table>
<thead>
<tr>
<th>SI.NO</th>
<th>LICENSED PROPERTY</th>
<th>FIRST YEAR AMOUNT</th>
<th>2ND YEAR AMOUNT</th>
<th>3RD YEAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Semi permanent structure conference Hall of size 1876 Sq.ft</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>The adjoining vacant area measuring-- 65880-Sq.ft in side AATC, PVM, and Complex.</td>
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**GST18%**

Total I

**SIGNATURE OF THE TENDERER**