TENDER DOCUMENT FOR LEAVE AND LICENSE OF A SEMI-PERMANENT HALL & RCC ROOF MULTI PURPOSE ROOM AT BOAT HOUSE YERCAUD FOR THREE YEARS FOR SALES AND AMUSEMENT ACTIVITIES

TENDER INVITING AUTHORITY

REGIONAL MANAGER (CENTRAL)
HOTEL TAMIL NADU, TRICHY.

On Behalf of
MANAGING DIRECTOR
TAMIL NADU DEVELOPMENT CORPORATION LTD.,
CHENNAI-600-002.
TAMILNADU TOURISM DEVELOPMENT CORPORATION LTD BOAT HOUSE Yercaud

TENDER NOTICE NO: 9/RM(C)/TRY/2020 DT: 23.1.2021

Sealed and competitive tenders are hereby invited in two bid system (Technical bid & financial bid) from leading Merchants, agencies, business men, amusement game providers to take existing Semi permanent Hall on the terrace of Boat House building Yercaud (Size 54’-00”*23’-04”) and sales room formerly snack Bar Building (size – 596 Sq.ft) on leave and license basis for a period of 3 years to run multipurpose activities such as sale of articles, playthings, spices, coffee powder, eatables (not sold by TTDC) and to let out to the public for Conference, Seminar, family functions and also for running children competitive amusement and adventure games etc.

1. **EMD**: 30,000/- in the form of D.D drawn in favor of Tamilnadu Tourism Development Corporation Ltd, payable at Yercaud.

2. **Sale of Tender Form**: Place Hotel Tamilnadu Yercaud, **From 25.1.2021 to 9.2.2021** (on all Office working days from 10.00 am to 5.00 pm)

3. **Cost of Tender Form**: Rs 1000 + Tax180= Rs.1180

4. **Free downloaded of tender** 1.www.tamilnadutourism.org
Schedule can be had from 2. www.tn.tenders.gov.in

Last date for purchase of - 09-02-2021, 5.00pm.

Tender Schedule
Last date, time & place
For Submission of Filled 10.2.2021, 1.00 pm at
In Tender form Regional Manager’s office
TTDC Ltd,
Hotel Tamilnadu,
MC. Donald’s Road, Tichy-1.

Non-refundable Cost of Tender Form: Rs 1000 + Tax180= Rs.1180

Opening of Technical bid- 10.2.2021 2.00 pm at
Regional Manager’s Office
Trichy-1.

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

Note:
1. The Buildings will be handed over to the successful tender in as is where is condition.
2. The tenders not accompanying EMD D.D will be summarily rejected.
3. The time schedules should be adhered to strictly no relaxation in it.
4. Postal correspondence for purchase and submission of Tender form can be allowed. But TTDC is not responsible for any delay/loss of tapals.

REGIONAL MANAGER(C),
TTDC Ltd., Hotel Tamilnadu,
MC Donalds Road,
Trichy-1

II. INSTRUCTION TO THE BIDDER

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

2. The tenderer 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 \textbf{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 for tender opening process.

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

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

9. EMD to the unsuccessful tenderers 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.

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. 50.00 Lakhs 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)


5. The tenderer should produce attested Xerox copy of G.S.T Registration Certificate plus 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 Existing semi permanent Hall on the terrace of boathouse building Yercaud (size 54’-00”*23’04”) and sales room formerly snack bar building (size-596 sq.ft.)(hereinafter referred to as the Licensed Premises) for a period of one year initially, from date of execution of Agreement, which may be extended upto 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 a sum agreed a license fee with GST per annum before commencement of the tender period. The licensee shall also pay to the Licensor a sum not less than 5% of his annual fee which is interest free as security deposit, for the use of the said licensed premise and 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. Nothing in this agreement
shall be deemed to grant a lease and the licensee agrees and undertakes that no such contention shall be taken up by the Licensee at any time.

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 buildings will be handed over to the Licensee/successful tenderer on “as is where is” condition.

8. The Licensee may effect any semi-permanent up gradations/ furnishings to the rooms under intimation to the licenser.

9. The basic structure of the building should not be altered.

10. Any additional construction/ alteration in the structure to be effected after obtaining written permission from our Head office. Such additional construction should be left with TTDC while handing over back the building.

11. The Licensee should inform in writing about the business activities he is intending to operate.

12. No other business activities except the permitted items should be run in the building.

13. The Licensee should obtain necessary license from the concerned statutory authorities for running the activity and to be shown to the Manager Boat House Yercaud in
addition to handing over the copy of the same for our record.

14. Display board should contain TTDC “LOGO” and the words “Licensee of TTDC”

15. No banned activities/ banned articles should be sold in the building.

16. If any MRP items are sold, MRP rate only should be collected from the tourists. No excess amount should be collected.

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

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

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

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

21. 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 Yercaud and Regional Manager (Central) Trichy every month.

22. The Licensee and his staff should behave simple and polite to the tourists and avoid complaints of any sort.
23. The Manager Boat House and other higher officials have right to inspect your business, activities run in the multipurpose Hall and The multipurpose room.

24. Licensee’s business time should necessarily coincide with our Boat House operating time.

25. Licensee should make comprehensive insurance for his 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.

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

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

28. Licensee’s men should be provided with separate uniforms and I.D Cards for identification.

29. Licensee’s area should be kept clean, neat and hygiene always in addition to effecting monthly pest control activities. Protected drinking water to be provided to your guests.

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

32. 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.

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

34. 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.

35. 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.

36. Licensee’s price bid should have a validity of 90 days from the date of opening of the price bid. If circumstances arise, the tenderer should be in a position to extend the validity till such time it is requested by TTDC authorities.

37. TTDC has got right to deny for extension of the leave and license without assigning any reason there for.

38. No political banner/meeting/ influence should be allowed inside the licensed property.
39. The Licensee should display menu/tariff board in visible place for the items sold or activities undertaken with prior approval from TTDC.

40. Any violation of the terms and conditions of this tender schedule will constitute a breach.

41. As soon as the expiry of Leave and License period, the Licensee should hand over the buildings and other materials if any to the Manager Boat House, Yercaud in good condition with proper acknowledgement.

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

43. 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.

44. 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.

45. The Licensee shall comply with all applicable Laws, rules and regulations.
46. 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.

**Specification of the Area to be awarded license:**

1. First floor of the existing Boat House  
   Shown in the sketch  
   vide page no: 15

2. 2 Bays namely A& B of the Formerly snack Bar  
   Shown in the sketch  
   vide page no: 16
FORMERLY SNACK BAR
AT BOATHOUSE, VERCAUD.

PROPOSING FOR LEASE—BAYS A & B
Shaded area.
**PRICE BID**

**BOAT HOUSE, YERCAUD**

*Price bid for leave and license of Semi- permanent Hall & RCC roof Multipurpose Room at Boat House Yercaud.*

1. **Name of the tenderer :**

2. **Full Address :**

3. **Cell .No :**

I hereby submit my most competitive bid for taking the semi permanent Hall at the terrace of Boat House Yercaud and the multipurpose room at Boat House Yercaud.

<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>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Semi permanent Hall on the terrace of Boat house Yercaud. (Size 54'-00&quot;*23'-04&quot;)</td>
<td>GST 18%</td>
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<td>Total I</td>
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<tr>
<td>2.</td>
<td>Multipurpose Room at the Snack bar Boat House Yercaud. (size – 596 Sqft)</td>
<td>GST 18%</td>
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<td>Total II</td>
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<td><strong>Total I +II</strong></td>
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SIGNATURE OF THE TENDERER