



Document No: 610/RM(N)/Ooty/2016

TENDER DOCUMENT
LICENSE TO ESTABLISH AND OPERATE TERRAIN
BIKING WITH GAMES LIKE LOW ROPE, FREE FALL,
WALL CLIMBING, RAPPELLING WALL AND SEGWAY
AT BOAT HOUSE OOTY FOR FIVE YEARS.

**REGIONAL MANAGER (NORTH),
HOTEL TAMILNADU (T.T.D.C.),
CHARING CROSS ROAD, OOTY – 643 001.**

Telephone(s): STD Code: 0423 – 2444370 -77 Fax: 0423 – 2444369

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Web: <http://www.tamilnadutourism.org>
<http://www.tenders.tn.gov.in>



TAMILNADU TOURISM DEVELOPMENT CORPORATION LIMITED
O/O THE REGIONAL MANAGER (NORTH): UDHAGAMANDALAM.

Charing Cross Road, Hotel Tamilnadu, Ooty – 643 001.

Telephone(s): STD Code: 0423 – 2444370 – 77

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NOTICE INVITING TENDER NO: 610/RM(N)/Ooty/2016 **Dated: 02.02.2018.**

LICENSE TO ESTABLISH AND OPERATE TERRAIN BIKING WITH SOME ADVENTURE

GAMES AT BOAT HOUSE, OOTY FOR FIVE YEARS.

Sealed tenders are invited in the prescribed original tender documents from reputed Terrain biking operators to establish, operate and maintain terrain biking with some adventure games like Low Rope games, Free Fall, Wall Climbing, Rappelling wall and Segway at Boat House, Ooty.

S. No:	Name of the operations	District	EMD amount	Period of License
01.	Open space to establish, operate and maintain Terrain Biking operation with some adventure games at Boat House, Ooty	Nilgiris	Rs.1,00,000/-	Five years

Cost of Tender Document: Rs. 1,000/- + 18% GST *by post Rs. 100/- extra.

1. Sale of Tender Documents : From the date of advertisement to 20.02.2018 on all working days (Monday to Friday between 11.00 a.m. to 5.00 p.m.)
2. Date and time for submission of Technical Bid and Price Bid : 21.02.2018 up to 3.00 p.m.
3. Date of opening of Technical Bid : 21.02.2018 at 3.30 p.m. at O/O The Regional Manager (North), Charing Cross Road, Hotel Tamilnadu, Ooty.

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 Ooty).

Tender cost is not refundable. It can also be downloaded free of cost from the website Web:

<http://www.tamilnadutourism.org>

<http://www.tenders.tn.gov.in>.

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 falls on a holiday, the acceptance /opening of the tenders will be on the next working day at the same time and venue.

The Chairman & 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 there for.

All other details shall be obtained from the Regional Manager's Office, Ooty as mentioned above.

You may also visit TTDC's website <http://www.tamilnadutourism.org> <http://www.tenders.tn.gov.in> for all details.

CHAIRMAN & MANAGING DIRECTOR.

**TAMILNADU TOURISM DEVELOPMENT CORPORATION LIMITED
O/O THE REGIONAL MANAGER (NORTH): UDHAGAMANDALAM.
Charing Cross Road, Hotel Tamilnadu, Ooty – 643 001.**

Name of work: License to establish and operate Terrain biking and adventure games like Low Rope games, Free fall, Wall climbing, Rappelling wall and Segway at Boat House, Ooty

INSTRUCTIONS AND CONDITIONS TO LICENSEE:

1. Sealed Tenders are invited from the leading reputed Terrain Biking operators along with some adventure games with proven track record for operation up to 3.00 p.m. on 21.02.2018.
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 License to establish and operate Terrain biking along with some and adventure games at Boat House, Ooty**” and “**PRICE BID for License to establish and operate Terrain Biking at Boat House, Ooty**” to the Regional Manager (North), Charing Cross Road, Hotel Tamilnadu, TTDC, Ooty by designation. Sealed Tenders can be submitted or sent by post at the following address:

**The Regional Manager (North),
Hotel Tamilnadu, Ooty,
Tamilnadu Tourism Dev. Corpn. Ltd.,
Charing Cross Road, Ooty – 643 001.**

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 Nationalized Banks having its office at Ooty. 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 (Authorized 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 the Office of the Regional Manager (North), Hotel Tamilnadu, Charing Cross Road, T.T.D.C. Limited, Ooty – 643 001 on **21.02.2018 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 tenderer. Both the Bids will be opened in the presence of tenderer or their authorized 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 tenderer 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 correction 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 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 up to 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, 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 scrutinize 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 authorization 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 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 Chairman & 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 Tamilnadu Transparency in Tenders act 1998.

28. Tenderer should furnish attested Xerox copy of Ration Card or Voter Card for address proof/PAN card.

29. In case of disputes, the decision of the Chairman & Managing Director shall be final. The Chairman & Managing Director will pass orders after giving due opportunity to the tenderer.

30. If there is any adverse change in tax, the licensee should pay the difference amount.

SIGNATURE OF LICENSEE:

DATE:

CHAIRMAN &MANAGING DIRECTOR.

License to establish and operate Terrain biking along with some adventure games like Low Rope Games, Free fall, Wall Climbing, Rappelling wall and Segway at Boat House, Ooty for a period of five years

GENERAL TERMS AND CONDITIONS

01. The open space measuring 150 mtrs X 39 mtrs at Boat House, Ooty will be handed over to licensee on “AS IS WHERE IS CONDITION”. Any improvements need to be done only by the licensee at his own cost. The word “AS IS WHERE IS CONDITION” means that the 150 mtrs X 39 mtrs vacant land available as on date of the Tender only. No improvements/modifications/additions/ alterations will be carried out in the land and operations building after the tender notices are published. Arresting leakages, putting up compound wall, laying approach road, if any will be the responsibility of the licensee only, if applicable.

02. The Terrain biking operations along with some adventure games at Boat House, Ooty shall be run in the name of “licensee” but the fact that, the property belongs to TTDC to be indicated in the Name Board.

(a) The licensee should utilize the property only for the purpose of running of stipulated terrain biking operations along with the specified adventure games (Low Rope games, Free fall, Wall Climbing, Rappelling wall and Segway) at Boat House, Ooty and not for any other purpose.

(b) The licensee should also take steps to provide clean and neat Toilet facility to the user of terrain biking and permitted adventure games at Boat House, Ooty and ensure periodic maintenance at their cost.

03. The licensee should produce documentary proof of their residence like ration card or voter identification card.

04. No additions, alterations, modifications to the existing building shall be made in any manner without the written consent of the TTDC and the licensee shall maintain the building in good condition.

05. The licensee shall install terrain biking equipments and the adventure games of good quality conforming to international standards, only of recent purchase should be used. The licensee should furnish quality certificate from authorized concerned authority for these equipments. The license fee quoted by the licensee initially will carry escalation of 5% every year on compounded basis.

06. **The licensee is solely responsible** for any mishap, injury, accident caused to public while utilizing the terrain biking rides and the permitted adventure games. The TTDC shall not be responsible for such incidents.
07. The licensee shall take insurance coverage on the licensed items under public liability clause during the period of operation.
08. The licensee shall maintain the equipments in proper condition and should furnish a schedule of preventive maintenance for lease equipments.
09. The licensee will have to remit the License fee for the 1st year in full within 30 calendar days from the date of receipt of acceptance of the tender. Further relaxation of due date will not be entertained at any cost. If the licensee fails to remit the fee within the due date, the TTDC has the right to cancel the acceptance without any intimation to the licensee or to impose penalty of interest on them.
10. The licensee should take over the licensed items within one month time from the date of receipt of allotment orders and terrain biking/permitted adventure games should be operated within 15 days from the date of taking over the vacant land failing which the TTDC shall have the right to cancel the allotment order and forfeit earnest money deposit.
11. The license of the licensee is renewable every year by paying the License fee, three months in advance.
12. The license is for a period of 5 years only. The license fee for the second and subsequent year is to be remitted three months earlier than the date of second and subsequent years of license and then the license is to be got renewed. If the licensee fails to remit the 2nd and subsequent year fee before 90 days, the TTDC is at liberty to invoke the Bank guarantee at any time before the end of the license year.
13. If the licensee failed to pay the License fee of 2nd and subsequent years within the stipulated period, 15% interest will be levied and if the licensee failed to remit the fee and the interest even after 3 months from the due date, action will be taken to take over the unit from the licensee.
14. The licensee should operate the licensed items on continuous basis throughout the tender period. If the licensee fails to run the Unit for a period of three months continuously, the TTDC shall issue a notice to the licensee and if the licensee fails to operate the licensed items even after one month on receipt of the notice, the TTDC

shall re-enter premises and resume the possession and the operation of the licensed items without further notice.

15. In case, if the licensee fails to remit the license fee of the subsequent years before 90 calendar days from the date of expiry of the earlier license period, apart from invoking the Bank Guarantee, the TTDC reserves the right to re-enter the premises to take possession of the property/operations.

16. The Bank guarantee equivalent to 50% of the license value of the fifth year license fee should be furnished by the licensee for a period of six years at the time of taking over the space by the licensee in the first year.

17. In case of default in payment of license fee or furnishing Bank Guarantee, TTDC shall re-enter the premises and resume possession and operation of the items licensed.

18. The licensee shall maintain the licensed items by servicing periodically and maintain the building and movable properties like furniture, electrical installations, and vehicle etc. in good condition and shall compensate the TTDC for any damages to such properties with replacement value.

The following maintenance work to be undertaken by the licensee.

- | | | |
|------------------------|---|--------------------------------------------------------------------------------------------------------|
| White washing | - | Once in three years (Buildings, Cabins & Viewing gallery should always be maintained neat and clean). |
| Cement paint | - | Once in 1 ½ years |
| Enamel paint | - | Once in three years for licensed equipments. |
| Service to be done | - | Condition of licensed item should be checked every day before operation and ensure fitness to operate. |
| Garbage to be disposed | - | Should be cleared then and there. Allotted place should be kept neat and tidy. |

The area should be maintained as litter free zone.

19. (a) All rates, taxes (including property Tax and GST on license fee) as applicable on the license 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 licensee.

(b) After the expiration of license period, the licensee shall surrender possession of all immovable properties licensed, including superstructure if any constructed by the licensee with due concerned of the TTDC.

20. The licensee shall not claim any title to the superstructure already put up and to be put up by him or claim any compensation at the time of surrendering possession after the expiration of the license.

21. All sanctions, permissions no objections, letters of intent, consent, licenses, clearance, approvals etc. shall be obtained by the licensee at his cost and such document shall be kept effective and in force at all material times.

22. Poor spare parts should be replaced immediately and safety certificate with validity should be obtained from the authorized Sate Govt. Safety Officer and produced before operation.

23. The building (toilet block), Furniture and other properties licensed shall be insured against fire, rioting and other possible losses and the insurance policy be taken and the insurance premium be borne by the licensee. **Licensee should pay the compensation to the rider or their relatives if any accident happens at their own cost if they claimed.**

24. The TTDC shall have the right to inspect the premises and also the books of accounts etc. at any time.

25. The licensee shall not encumber the licensed properties by way of pledge, hypothecation, mortgage, charge, lien, lease, leave and license or in any other manner.

26. The licensee has to confine his activities only within the specified area handed over to him.

27. The licensee shall not permit his clients to use the open space available within the premises, which has not been allotted to him.

28. No political meeting/banner shall be allowed within the premises, which has been allotted to him.

29. No unlawful activities like betting, gambling etc. shall be allowed inside the campus.

30. Anti Government activities shall not be allowed inside the premises/place allotted to him.

31. In case the licensee commits breach of any of the terms and conditions and stipulation herein contained on the part of the licensee to be observed and performed, then in such cases the TTDC shall be at liberty to give a notice in writing (by RPAD) to the licensee 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 licensee within 30 days of the receipt of such notice , this agreement at the option of the TTDC may be terminated and upon such termination, this agreement shall become null and void and all the rights of the licensee herein shall immediately cease and determine. The agreement may also be terminated for any criminal acts on the part of the licensee which need not be referred to arbitration.

32. The licensee 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.

33. The TTDC shall have the right to terminate the license agreement, in case of default or any type of malpractice noticed on the part of the licensee and resume possession of the space let out to licensee.

34. In the event of license being cancelled by Pollution Control Board or any other Government Agency Directives, the TTDC will not be liable for refund of license fee.

35. The licensee should take possession of all the movable articles belonging to him at the time of handing over the unit to the TTDC failing which the properties will be disposed off by the TTDC as deemed fit without further notice to licensee.

36. The TTDC will not be vicariously liable for any act of the licensee and the licensee shall alone be liable for violation of any law and the tenderer agrees to indemnify the TTDC from all claims.

37. All costs, charges including stamp duty and registration charges etc. shall be borne by the licensee.

38. On the expiry of the license, the licensee shall handover all articles which were entrusted in good conditions as per schedule annexed.

39. TTDC shall reserve the right to renew or otherwise the franchise after expiry of 05 years.
40. A display board should be kept in main place for showing the items which are allotted to them as mentioned in the license order. TTDC name along with licensee name, License order No: and date, period of license should also highlighted in the board. (Display Board should be got approved by TTDC).
41. No operations except the specified operations shall be undertaken by licensee.
42. The licensee should close their operations within the stipulated time schedule (i.e. 09.00 Hrs to 18.00 Hrs).
43. The licensee shall not sublease the license to operate the terrain biking/Adventure games and only breach is liable for cancellation.
44. In case of any dispute, the decision of the Chairman & Managing Director, T.T.D.C. will be final. The Chairman & Managing Director, T.T.D.C. will pass orders after giving due opportunity of hearing to the licensee.
45. The licensee should arrange all equipments for operation at their own cost.
46. The Terrain biking/Adventure games operator should get the stability certificate from the concerned authority.

SIGNATURE OF THE LICENSEE

Place:

Date:

SPECIFIC TERMS AND CONDITIONS

01. The area should be maintained as litter free Zone.

02. Licensee shall lay the track for the Terrain biking arrangements/for the adventure games and shall be responsible for maintenance of the said track/adventure games at the premises.

03. TTDC will provide a covered and conspicuous place in its facility to licensee so as to establish a suitable space for the display of terrain bike/adventure games for the guests of TTDC. T.T.D.C. shall have no objection to display its brand name in the manner, as it may desire in the area assigned for this purpose.

04. Licensee should display the safety instructions in a conspicuous place to be followed by tourists.

05. This agreement is valid for a period of Five years only.

06. The land alone will be allotted to licensee. Licensee shall employ his own employees for all its operations. Identity cards should be issued to the employees and ensure that, such identity cards shall be displayed prominently on the person of such employment.

07. The installation charges, electricity charges etc., should be borne by licensee.

08. Necessary certificate, License or permission if any required should be obtained by licensee from the concerned Departments.

09. Necessary Insurance cover or fire, accident, theft, loss of life permanent or partial disability should be taken by the licensee at its cost.

10. TTDC is not responsible for any loss of life, theft, fire etc.

11. In case the licensee fails, omits or defaults in the observance or performance of any of the terms and conditions of license, the license shall be cancelled forthwith.

ANNEXURE I

TECHNICAL BID

01. The licensee should have experience of 1 year (documentary proof to be enclosed) in the field of terrain biking operation and Adventure games.

(or)

If he is not having required experience he should have tie up arrangements with leading companies/firms having minimum 1 year experience in these fields (Documentary proof i.e. copy of agreement etc. to be furnished).

02. The licensee should submit the Audited Annual Accounts of his firm for the preceding one year.

03. The licensee should produce the latest Solvency certificate (Issued by Tahsildar) or Banker's certificate of credit worthiness equivalent to 2 times the amount quoted by him in the tender.

04. Should furnish VAT Registration Certificate.

05. If the tenderer is an individual should furnish attested Xerox copy of Ration Card /Aadhar card or Voter Identity card for address.

06. Each and every page of schedule should be signed by the Licensee and submitted along with the Technical Bid only.

07. EMD should be remitted along with technical bid only failing which the bid will be rejected summarily.

CHAIRMAN & MANAGING DIRECTOR.

SIGNATURE OF LICENSEE:

DATE:

PRICE BID

SCHEDULE

Annual Tender

FOR THE OPERATION OF TERRAIN BIKING ALONG WITH SOME ADVENTURE GAMES LIKE LOW ROPE GAMES, FREE FALL, WALL CLIMBING, RAPPELLING WALL AND SEGWAYAT BOAT HOUSE, OOTY

License fee Rs..... per annum plus G.S.T.

(Rupees.....
.....only)

01. Minimum upset price has been fixed at Rs. 10,00,000/- with 5 % annual escalation on compounded basis. The tenderer shall quote above the upset price. The tenderers with quotes less than upset value shall be rejected. G.S.T. at prevailing rates shall be payable on the amount quoted by the tenderer.

The license fee for first year shall be payable within 15 days from the date of receipt of order.

The license fee for the second and subsequent years shall be payable one month before the commencement of the subsequent year.

02. The license will be for five years.

03. The highest offer will be considered if reasonable.

04. The tender value quoted above will carry an escalation of 5% every year on compounding basis.

05. The bidder is requested to inspect the existing vacant land and ensure feasibility and acquaint himself before bidding for the operations.

06. If there is any adverse change in tax, the licensee should pay the difference amount.

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.

LICENSEE'S EMPLOYMENT FORMAT

Lr. No:

Dated:

From

To

Sir/Madam,

Sub: Employment – Regarding.

-:-

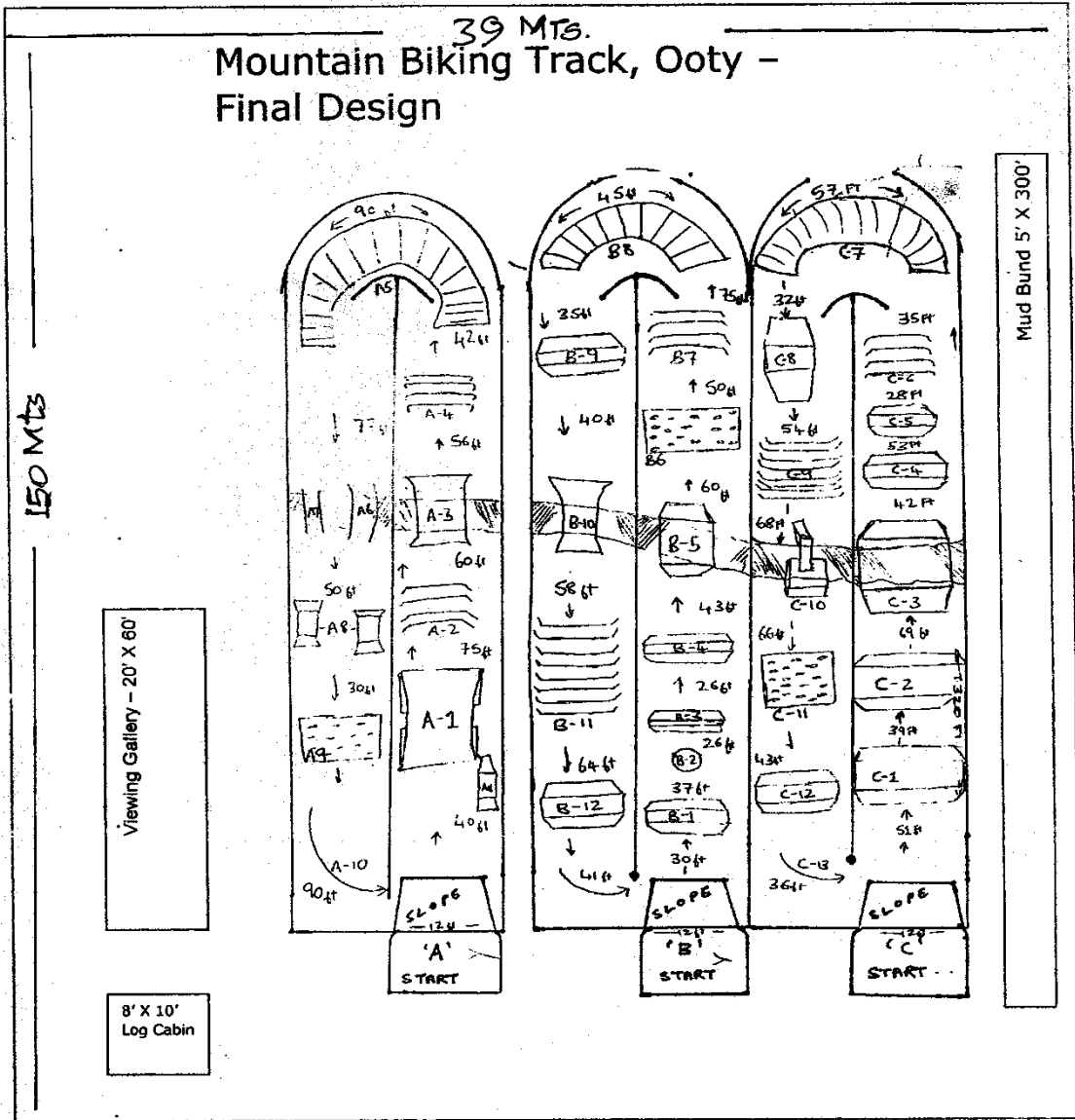
The Tamilnadu Tourism Development Corporation Limited has awarded to us a License to run a Terrain biking along with some adventure games operation at Boat House, Ooty for a period of five years. We are pleased to offer you temporary employment as for the period of the license on the following terms and conditions:

- 01.
- 02.
- 03.

This arrangement will not ensure beyond the period of License with the TAMILNADU TOURISM DEVELOPMENT CORPORATION LIMITED. You may also note that, your engagement with us has nothing to do with the Tamilnadu Tourism Development Corporation Limited and you shall have no claim against the Tamilnadu Tourism Development Corporation Limited.

Yours faithfully,

39 Mts.
 Mountain Biking Track, Ooty -
 Final Design



1. Track. A, B, and C = 75 x 300 ft.
2. Log Cabin = 8 x 10 ft
3. Viewing Gallery = 20 x 60 ft
4. Total area = 150 meters x 39 meters.