



Document No: 281/RM(N)/Ooty/2020

**TENDER DOCUMENT FOR LEASING OUT THE MINI TRAIN
OPERATION AT BOAT HOUSE, OOTY FOR SIX YEARS.**

**TAMILNADU TOURISM DEVELOPMENT CORPORATION LIMITED,
OFFICE OF THE REGIONAL MANAGER (OOTY)
HOTEL TAMILNADU, OOTY
Charing Cross Road , Ooty – 643 001**

Telephone(s): 0423 – 2444370 to 77 – Fax No.(0423) 2444369

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Web : <http://tamilnadutourism.org>



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

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NOTICE INVITING TENDER No: 281/RM(N)/Ooty/2020 Dated: 18.12.2020.

LEASING OUT THE MINI TRAIN AT BOAT HOUSE OOTY FOR 6 YEARS.

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

Sl. No	Name of the Item	Period of Operation	EMD Amount
1	Leasing out the Mini Train Operation at Boat House, Ooty for 6 years.	6 years	Rs.2,00,000 /-

1. COST OF TENDER DOCUMENT : Rs. 1,180 /- including Taxes.
Rs. 1,280/- through post.
2. Sale of Tender Documents : From the date of advertisement to 20.01.2021 on all working days(Monday to Friday between 11.00A.M. to 5.00 P.M. & except Govt. Holidays.
3. Date and time for submission of Technical bid and price bid : 21.01.2021 up to 11.00 A.M.
3. Date of Opening of Technical Bid : 21.01.2021 – 11.30 A.M.
4. Place of submission of the Tender Forms and opening : Hotel Tamilnadu, Ooty,
Charing Cross Road, Ooty – 643 001.

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. 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 there for.

All other details shall be obtained from the Regional Manager (North), T.T.D.C. Limited, Charing Cross Road, Ooty. 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.

REGIONAL MANAGER (NORTH).



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

**Name of work : Leasing out the Mini Train Operation at Boat House, Ooty
for six years.**

INSTRUCTIONS AND CONDITIONS TO TENDERER

1. Sealed tenders are invited from the leading reputed Mini Train Operators with proven track record for operation of Mini Train operation up to 11.00 A.M. on 21.01.2021.
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 Leasing out the Mini Train Operation at Boat House , Ooty for 6 years**” and “**PRICE BID for Leasing out the Mini Train Operation at Boat House, Ooty for 6 years**” to the Regional Manager (North), T.T.D.C. Limited, Hotel Tamilnadu, Ooty by designation. Sealed tenders can be submitted or sent by post at the following address: -
**The Regional Manager (Ooty),
Tamilnadu Tourism Development Corporation Limited,
Office of the Regional Manager (Ooty)
Hotel Tamilnadu, 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 Scheduled 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 (Ooty), Hotel Tamilnadu, Ooty, Tamilnadu Tourism Development Corporation Limited, Charing Cross Road, Ooty – 643 001 on 21.01.2021 **at 11.30 A.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 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 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 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 counter claim/conditional/pre request in bid documents will be entertained.
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 bidder's 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.

SIGNATURE OF TENDERER:

DATE:

REGIONAL MANAGER (NORTH).



TAMILNADU TOURISM DEVELOPMENT CORPORATION LIMITED
O/O THE REGIONAL MANAGER (NORTH): UDHAGAMANDALAM.
SPECIFIC TERMS AND CONDITIONS FOR LEASING OUT THE MINI TRAIN OPERATION
AT BOAT HOUSE, OOTY FOR SIX YEARS

1. The Mini Train 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 Mini Train available as on date of the Tender only. No improvements/ modifications/ Additions/ Alterations will be carried out in the Mini Train after the tender notice is published. Arresting leakages, putting up compound wall, laying approach road, eviction of encroachments if any will be the responsibility of the licensee only.
2. The Mini Train operations shall be run in the name of 'LICENSEE' but the fact that the property belongs to **T.T.D.C.** to be indicated in the Name Board.
 - 2(a) The licensee 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 licensee should also take steps to provide clean and neat Toilet facility to the user of Mini Train.
3. The licensee 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 licensor and the licensee shall maintain the Mini Train in good condition.

5. The licensee shall operate Mini Train in good condition. The licensee should furnish fitness certificate from competent authority for Mini Train. The license fee quoted by the licensee initially will carry escalation of 5 % every year on compounded basis.
6. The licensee is solely responsible for any mishap, injury, accident caused to public while utilizing the Mini Train and the licensor shall not be responsible for such incidents.
7. The licensee shall take insurance coverage under public liability clause during the period of operation.
8. The licensee shall maintain the Mini Train and Track in proper condition and should furnish a schedule of preventive maintenance for said leased Mini Train.
9. 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 in addition to forfeit their EMD.
10. The licensee should take over the licensed 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 licensor shall have the right to cancel the allotment order and forfeit earnest money deposit and the firm will be black listed.
11. The license of licensee is renewable every year by paying the license fee, 3 months in advance.

12. The license is for a period of Six years only.
13. The licensee has to remit the license fee along with G.S.T. for the first year in full within 30 days from the date of receipt of the order of acceptance of offer / tender from TTDC. G.S.T. should be paid along with license fee every year without fail.
14. The licensee has to furnish a Bank Guarantee and to the satisfaction of TTDC equivalent to 50 % of the license fee for the 6th year with 7 years validity.
15. The 2nd, 3rd, 4th, 5th and 6th year license fee and G.S.T have to be paid three months in advance before the commencement of the respective year license period.
16. 14 % interest will be levied on belated payment of license fee. Rs. 500 /- per day will be charged as interest for the belated payment of license fee.
17. 14 % interest will be charged for the belated payment of G.S.T.
18. If there is any adverse change in applicable tax rates the licensee should pay the difference amount. Similarly, if there is any structural change in tax such as Goods and Service Tax etc. in such case the licensee has to pay either the increased amount or as a whole in this case may be.
19. 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 lease license is to be got renewed. If the licensee fails to remit the 2nd and subsequent year fee before 90 days, the licensor is at liberty to invoke the Bank guarantee at any time before the end of the license year.

20. If the licensee failed to pay the license fee of 2nd and subsequent years within the stipulated period, 14% 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 Mini Train from the licensee.
21. The licensee should operate the Mini Train on continuous basis throughout the license period. If the licensee fails to operate the Mini Train for a period of three months continuously the licensor shall issue a notice to the licensee.
22. If the licensee fails to operate the Mini Train even after one month on receipt of the notice the licensor shall re-enter premises and resume the possession and the operation of the Mini Train without further notice.
23. 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 licensor reserves the right to re-enter the premises to take possession of the property/operations.
24. The Bank guarantee equivalent to 50 % of the license value of the 6th year license fee should be furnished by the licensee for a period of 7 years at the time of taking over the property by the licensee in the first year.
25. 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.

26. In case of default in payment of license amount or furnishing Bank Guarantee, the licensor shall re-enter the premises and resume possessions and operation of the items licensed.
27. The licensee shall maintain the Mini Train in good condition and shall compensate the licensor for any damages to such properties with replacement value. The following maintenance work to be undertaken by the licensee:
- Enamel Paint - Once in a year 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.
28. All rates, taxes 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.
29. After the expiration of license period, the licensee shall handover the Mini Train of all immovable properties licensed, including addition made by the licensee with due consent of the licensor.
30. The licensee shall not claim any title to the Mini Train already handed over and modified by him or claim any compensation at the time of surrendering Mini Train after the expiration of the license.
31. 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.

32. Poor spare parts should be replaced immediately and safety certificate with validity should be obtained from the authorized State Govt. Safety Officer and produced before operation.
33. 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 licensor and the licensee 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.
34. The licensor shall have the right to inspect the Mini Train also the books of accounts, etc. at any time.
35. 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.
36. The licensee has to confine his activities only within the specified area handed over to him.
37. The licensee shall not permit his clients to use the open space available within the premises, which has not been allotted to him.
38. No political meeting/banner shall be allowed within the Train, which has been allotted to him.
39. No unlawful activities like betting, gambling, etc. shall be allowed inside the Train.
40. Anti Government activities shall not be allowed inside the Train/ place allotted to him.

41. 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 licensor 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 licensor 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.
42. 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.
43. The licensor shall have the right to take over the operation and terminate the Lease agreement, in case of default or any type of malpractice noticed on the part of the licensee.
44. In the event of license being cancelled by Pollution Control Board's Directives the licensor will not be liable for refund of license fee.
45. The licensee should take possession of all the movable articles belonging to him at the time of handing over the Mini Train to the licensor failing which the properties will be disposed off by TTDC as deemed fit without further notice to licensee.

46. The licensor 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 licensee agrees to indemnify the licensor from all claims.
47. All costs, charges, including stamp duty and registration charges, etc. shall be borne by the licensee.
40. On the expiry of the license, the licensee 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 license after expiry of 6 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 license order. TTDC name along with license name, license order No. and Date period of license 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 licensee should close their operations within the stipulated time schedule (i.e. 9.00 hrs to 19.00 hrs).
45. The licensee 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 licensee.

Language - English
Place of Arbitration - Chennai

47. The licensee should arrange for all operation of Mini Train at their own cost.

The Mini Train Driver and other staff should have experience 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.

SIGNATURE OF THE TENDERER.

Place:

Date:

REGIONAL MANAGER (NORTH).



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

ANNEXURE I

TECHNICAL BID

1. The bidder having the following minimum qualification criteria only shall be considered for technical evaluation.
2. The bidder should have minimum three years experience in operation and maintenance of Mini train including original Train track (rail) maintenance. (Copy of the same should be enclosed with the Technical Bid).
3. The Tenderer should submit the Audited annual accounts of the firm for the preceding last three years (i.e. 2017 – 18, 2018 – 19 and 2019 – 2020).
4. The Tenderer should produce the latest Solvency certificate issued by Thasildar or Certificate by Nationalized Bank not earlier than June 2020 equivalent to 2 times the amount quoted by them in the Tender.
5. Should furnish GST Registration Certificate.
6. Tenderer should furnish attested Xerox copy of Ration Card or Voter Identity Card for address proof if it is a proprietary concern.
7. Each and every page of schedule should be signed by the tenderer and submitted along with the Technical Bid only.
8. EMD should be remitted along with technical bid only.

SIGNATURE OF TENDERER

DATE:

REGIONAL MANAGER (NORTH).



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**TAMILNADU TOURISM DEVELOPMENT CORPORATION LIMITED
O/O THE REGIONAL MANAGER (NORTH): UDHAGAMANDALAM
PRICE BID**

**ANNUAL LICENSE OFFER FOR LEASING OUT THE MINI TRAIN
OPERATIONS AT BOAT HOUSE, OOTY FOR SIX YEARS**

Rs.....per annum.

(Rupees.....)

.....only)

1. The License will be for six years.
2. Minimum upset price has been fixed at Rs. 26,00,000 /- 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.
3. The license value quoted above will carry escalation of 5% every year on compounding basis.
4. The bidder is requested to inspect the existing Mini Train operation to ensure feasibility and acquaint himself before bidding for the operations.

Declaration of the tenderer

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 the existing 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