



Document No.....

# TENDER DOCUMENT FOR LICENSING THE OPERATION AND MAINTENANCE OF PAY & USE TOILET AT BOAT HOUSE, OOTY AND ADDITIONAL BOAT HOUSE, OOTY FOR A PERIOD OF THREE YEARS

# TAMILNADU TOURISM DEVELOPMENT CORPORATION LIMITED, TAMILNADU TOURISM COMPLEX,

No.2, Wallajah Road, Chennai-600 002 Telephone(s) : 25333851 to 54 – Fax No.(044)2533043 – 385

E.Mail: <u>support@ttdconline.com</u> – Web. <u>http://www.tamilnadutourism.org</u>, <u>http://www.tenders.tn.gov.in</u>

### **TAMILNADU TOURISM DEVELOPMENT CORPORATION LIMITED, CHENNAI-2**

Tamilnadu Tourism Complex, No.2, Wallajah Road, Chennai – 600 002. Telephone(s) : 25333851 to 54 – Fax No.(044)2533043 – 385

# E.Mail <u>support@ttdconline.com</u> Website : http.www.tamilnadutourism.org. <u>www.tenders.tn.gov.in</u>

### NOTICE INVITING TENDERS No. : 891/H3/2022 Date : 22.04.2022

# TENDER DOCUMENT FOR LICENSING THE OPERATION AND MAINTENANCE OF PAY & USE TOILET AT BOAT HOUSE, OOTY AND ADDITIONAL BOAT HOUSE, OOTY FOR A PERIOD OF THREE YEARS

For and on behalf of Tamilnadu Tourism Development Corporation Ltd., sealed tenders are invited in the prescribed original Tender documents from the reputed firms/persons to operate and maintain the Pay and Use Toilet at Boat House, Ooty and additional Boat House, Ooty under 2 bid system as detailed below.

#### PAY AND USE TOILET AT BOAT HOUSE, OOTY AND ADDITIONAL BOAT HOUSE, OOTY

Sl. No.	Name of the Operations to be granted license	District	EMD Amount	Lease Period
1	For Licensing the operation and maintenance of Pay & Use Toilet, at Boat House, Ooty and additional Boat House, Ooty for a period of three years.		Rs. 1,55,000	3 Years.

COST OF TENDER DOCUMENT	:	Rs.1000/- + 18% GST (By Post Rs.100/- Extra) Tender document available in TTDC, Head Office (2 <sup>nd</sup> Floor), Chennai-2
(OR)		
Tender Document at Free of cost	:	If downloaded through Website
		http://www.tamilnadutourism.org. (OR)
		http://www.tenders.tn.gov.in
1. Sale of Tender Documents		From date of Advertisement to till
		09/05/2022 on all working days (Monday to
		Friday between 10 A.M & 5 PM)
2. Date and time for submission of		-
Technical bid and price bid	:	10/05/2022 upto 11.00 AM

 3. Date and place of opening of Technical Bid
: 10/05/2022 upto 11.30 A.M Registered office, TTDC Ltd., Tamilnadu Tourism Complex, 2<sup>nd</sup> Floor, 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. All the Tenders should be submitted at the above address on or before 10.05.2022. 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 Tender 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 Tender and postpone the due date without assigning any reason there for.

You may also visit TTDC's website <u>http://www.tamilnadutourism.org</u> and also <u>http://www.tenders.tn.gov.in</u> for downloading the documents, free of cost.

MANAGING DIRECTOR

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### TAMILNADU TOURISM DEVELOMENT CORPORATION LIMITED

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

# Name of work : FOR LICENSING THE OPERATION AND MAINTENANCE OF PAY AND USE TOILET AT BOAT HOUSE, OOTY and ADDITIONAL BOAT HOUSE, OOTY FOR A PERIOD OF THREE YEARS

### **INSTRUCTIONS AND CONDITIONS TO TENDERER**

- 1. Sealed Tenders are invited from the reputed firms/persons for licensing the operation and maintenance of Pay and Use Toilet at Boat House, Ooty and Additional Boat House, Ooty up to **11.00 AM on 10/05/2022.**
- 2. Tenders should be in the prescribed original form obtained from the above address or downloaded through website. The filled in tender form should be submitted in two separate sealed cover. The same shall be as follows:

#### **"TECHNICAL BID**

For licensing the Pay and Use Toilet at Boat House, Ooty and Additional Boat House, Ooty" and

# "PRICE BID For licensing the Pay and Use Toilet at Boat House, Ooty and Additional Boat House, Ooty "

both the above sealed cover should be sent to the Managing Director, Tamilnadu Tourism Development Corporation Limited, Chennai-2. Sealed Tenders can be submitted directly in person or sent by post at the following address:

The Managing Director, Tamilnadu Tourism Development Corporation Limited, Tamilnadu Tourism Complex, 2<sup>nd</sup> Floor, No.2, Wallajah Road, Chennai-600 002.

#### Note:

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 means of a 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. 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 Technical Bid will be opened at TAMILNADU TOURISM DEVELOPMENT CORPORATION Ltd., Conference Hall, 3<sup>rd</sup> Floor, Tamil Nadu Tourism Complex, No.2, Wallajah Road, Chennai-2 on 10/05/2022 at **11.30 A.M.** The qualified Tenderers' Price Bid will be opened with the prior intimation to the technically qualified Tenderers. Both the Bids will be opened in the presence of Tenderer or their authorized representative who choose to be present at that time.
- 7. Earnest Money Deposit of the successful bidder shall be forfeited in the event of withdrawal of the 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 or in the event of termination / withdrawal of franchise before the franchise 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 the successful tenderer is announced.
- 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 will be entertained..
- 12. All columns in the Tender schedule shall be duly, properly and exhaustively filled in Ink. The amounts 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. <u>The two sealed cover containing the Technical Bid</u> and <u>Price bid</u> 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. 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. The TTDC may, at its discretion, extend the deadline for submission of bids by amending the bid documents. In this case existing rights and obligations of the TTDC and bidders, which already exist, will be applicable to the extended date.
- 17. 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.
- 18. The TTDC will scrutinize the bids to determine whether they are complete in all respects and generally in order. Bids from representatives, without proper authorization from the Tenderer shall be treated as non-responsive.
- 19. Any effort by a bidder to influence the TTDC in any matter may result in rejection of the bid.
- 20. The notification of award will constitute the formation of the contract.
- 21. The Tenders submitted beyond the date and time fixed shall be summarily rejected.
- 22. The papers of the Technical bids should be numbered serially by the Tenderer himself in ink. The tenderer (Authorised signatory of the company) or firm or concern should sign at the bottom space of all the pages of the tender document.
- 23. 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.
- 24. Evaluation of Tenders would be in accordance with the provisions of Tamilnadu Transparency in Tenders Act 1998 and Tamilnadu Transparency in Tenders Rules 2000.

25. Tenderer should furnish a copy of valid address proof, namely, Aadhar card / Voter ID Card.

26. **Arbitration** : In case of any dispute, the licensor will refer the dispute to an Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (Central Act 26 of 1996) and the parties agree to abide by the decision of the Arbitrator.

Place of Arbitration	-	Chennai
Language of Arbitration	-	English

SIGNATURE OF TENDERER

.

DATE:

MANAGING DIRECTOR

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#### **GENERAL TERMS AND CONDITONS**

- 1. The highest bidder, which is selected, will be given acceptance order from TTDC. The Tenderer will have to remit the License Fee for the 1<sup>st</sup> year in full within 15 calendar days from the date of receipt of "Acceptance of the Order". 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 bidder (here in after referred as "Licensee") or to impose penalty of interest on them. The Toilet blocks shall be handed over to the Licensee in "AS IS WHERE IS CONDITION" only. The same shall be handed over only after the remittance of full amount of LICENSE fee for the first year in one lump sum and also submitting the Bank Guarantee of 50% of the licence fee for the third year. The Bank Guarantee from a Nationalized Bank/Scheduled Bank should have validity for four years. The Licencee should remit the first year license fee + 18 % GST within 15 days from the date of issue of confirmation orders. The Licencee shall remit the second year and the third year licence fee + GST as applicable before one month of the commencement of the second year and third year franchise respectively.
- 2. The license of Licensee is extended every year by paying the licence fee, one month in advance.
- 3. If the licensee fails to pay the franchise fee of 2<sup>nd</sup> and subsequent year within the stipulated period, 14% interest will be levied with 18% GST on Penal Interest. if the licensee fails to remit the fee and the interest even after one month from the due date, TTDC shall take over the possession of property from the licensee without any notice.
- 4. The Bank guarantee equivalent to 50% of the license value of the 3<sup>rd</sup> year license fee and the same being valid for a period of 4 years should be furnished by the licensee immediately at the time of taking over the property.
- 5. The licensor shall have the right to inspect the premises at any time.
- 6. The licensee has to confine his activities only within the specified area handed over to them.

- 7. In case the licensee commits breach of any of the terms and conditions and stipulation contained herein, then in such cases the licensor shall be at liberty to give a notice in writing 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 noncompliance on the part of licensee within 30 days of the receipt of such notice, this agreement at the option of the licenser 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 does not require to be referred to arbitration.
- 8. The licensor shall have the right to take over the operation and terminate the license agreement, in case of default or any type of malpractice noticed on the part of the licensee.
- 9. The licensee shall not sub-lease the license to operate and maintenance of Pay and Use Toilet.
- 10. The tenderer can inspect the site and can meet the Manager / Regional Manager concerned to get apprised of the availability of facilities / resource to have an idea, before quoting the offer.
- 11. The licensee should engage his own staff.
- 12. An agreement is to be executed in non-judicial stamp paper to the value of Rs.100/along with remittance of license fee.
- 13. The Licencee shall be responsible for the operation and maintenance of the pay & use Toilet blocks, any repair work and further improvement work shall be carried out by the Licencee only by their own cost after obtaining written permission from T.T.D.C
- 14. The Tariff for using the Toilets should be Rs.5/- (Rupees Five only) per head. The Licencee should not revise the rate without getting prior permission from T.T.D.C. Violation noticed in this regard will attract penal action.
- 15. The Licence fee for the first year should be quoted in the Price bid by the tenderer (excluding 18% GST). The second year and third year Licence fee with an escalation of 10% on compounding basis along with GST.

- 16. The Electricity, water and other charges if any shall be borne by the Licencee.
- 17. The Tenderer will be solely responsible for any untoward incident that may occur during the licence period. In such event the tenderer should meet the claims for compensation, insurance coverage etc.
- 18. The infrastructure provided by the tenderer for the issue of tokens and collection of money should be semi permanent nature only and should be easily detachable at any given time, which should be of fire resistance materials, it may be moved/removed at any time by the decision of T.T.D.C.
- 19. The Tenderer should provide adequate water supply facility at his own cost at the pay & use Toilet blocks in all working hours.
- 20. The Pay and Use Toilet blocks should be maintained neat and clean always without any complaints from the visiting tourists.

NOTE: After awarding the work order, if the Tender Committee finds that, the documents submitted by the Tenderer found false/wrong, the work order issued will be cancelled immediately.

21. In case of any dispute, the licensor will refer the dispute to an Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (Central Act 26 of 1996) and the parties agree to abide by the decision of the Arbitrator.

Place of Arbitration - Chennai Language of Arbitration - English

Place :

Date :

SIGNATURE OF THE TENDERER.

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# TAMILNADU TOURISM DEVELOPMENT CORPORATION LIMITED

# STATEMENT SHOWING THE TOILETS/URINALS AVAILABLE IN THE EXISTING PAY & USE TOILET BLOCK, NEWLY CONSTRUCTED HI-TECH TOILET BLOCK AND AT ADDITIONAL BOAT HOUSE, OOTY.

# New hi-tech toilet :

- 1. 10 toilets for ladies (E.W.C.) and 10 toilets for Gents (5 E.W.C. & 5 I.W.C.)
- 2. 10 numbers of urinals for gents and 2 numbers each (E.W.C.) for the Differently abled.

# Existing Pay & Use toilet block available at Boat House, Ooty

- 1. 8 Gents toilets (I.W.C.) & 10 Urinals,
- 2. 8 (I.W.C.) toilets for ladies.
- 3. 02 No's of gents toilet (I.W.C and 2 urinals with wash basin.

Apart from the above, six numbers of Bio-Toilets will be provided inside the Boat House, Ooty(03 No's of Gents & 03 No's for Ladies) and the same should be maintained neatly without any complaints from the visiting tourists.

# Additional Boat House, Ooty.

4. 06 Ladies toilet (03 No's of I.W.C. & 03 No's of E.W.C.) and 01 No: Wash basin available in additional Boat House, Ooty.

06 No's of Bio-Toilets (02 No's of I.W.C, 02 No's of E.W.C. and 02 no's of Urinals) will be provided and the same should be maintained neatly without any complaints from the visiting tourists.

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# TECHNICAL BID

# FOR LICENSING THE OPERATION AND MAINTNANCE OF PAY & USE TOILET AT BOAT HOUSE, OOTY AND ADDITIONAL BOAT HOUSE, OOTY FOR A PERIOD OF THREE YEARS

- 1. The bidder should have minimum two years experience in operation and maintenance of Toilets in any Government Departments on his own (Documentary proof of evidence should be furnished).
- 2. EMD should be remitted along with the Technical Bid only failing which the bid will be rejected summarily.
- 3. The bidder should enclose a Photo copy of Aadhaar Card, Voter Identity card for proof of address.
- 4. PAN Card Number Xerox copy should be enclosed.
- 5. Income Tax returns for the year 2019-2020 and 2020-2021
- 6. Should furnish GST Registration Certificate.
- 7. Each and every pages of the tenderer schedule should be signed by the Tenderer and submitted along with the Technical Bid only.

## SIGNATURE OF TENDERER

DATE:

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### PRICE BID

# **SCHEDULE**

# ANNUAL LICENSE FEE FOR OPERATION AND MAINTENANCE OF PAY & USE TOILET AT BOAT HOUSE, OOTY AND ADDITIONAL BOAT HOUSE, OOTY FOR A PERIOD OF THREE YEARS

Rs. ..... per annum. (Excluding GST) for First Year

(Rupees .....

- 1. The License will be for 3 years.
- 2. The license value quoted above will carry an escalation of 10% every year on compounding basis for the subsequent years
- 3. GST @ 18 % on the license fee will be paid by the licensee every year.
- 4. The bidder is requested to inspect the existing vacant land and ensure feasibility and acquaint himself before bidding for operations.

Certify that I have gone through the Tender terms and conditions and I have understood the terms and conditions.

I agree to abide by the terms and conditions of Tamilnadu Tourism Development Corporation Limited prescribed in the Tender Schedule.

## SIGNATURE OF TENDERER