

DISTRICT TOURISM PROMOTION COUNCIL

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Kowdiar.P.O, Thiruvananthapuram-695 003

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No:DTPC/G-166/2009

dt: 01.06.2017

TENDER NOTICE

DISTRICT TOURISM PROMOTION COUNCIL an autonomous body under Government of Kerala invites tenders from competent persons/ firms to run a wayside restaurant in The building TC No.34/775(1) at Chacha Nehru Traffic Training Park, Shankhumukham, Thiruvananthapuram for a period of three years on license basis.

This tender should be in two cover system. Cover I should contain Form I duly filled up along with documentary evidences; Form III viz preliminary agreement in stamp paper ₹ 200/- duly signed and sealed. Cover 2 should contain **ONLY** Form II & EMD DD. Both cover should be sealed properly. Cover I and II should be enclosed in another cover super scribed "Tender for operating Restaurant TC No.34/775(1) at Chacha Nehru Traffic Training Park, Shankhumukham, Thiruvananthapuram" and addressed to the Secretary, District Tourism Promotion Council, Kowdiar.P.O, Thiruvananthapuram-695003 and delivered to the above address before the closing date and time ie 15.06.2017 at 3 PM. The tenders will be opened at the office on at 4 PM on the same working day in the presence of such of the tenders or their authorised representatives who may be present at that time. Only cover I will be opened. Pre qualification process will be completed on the same day and list published on 16.06.2017 morning. Pre qualification bidders cover 2 will be opened @ 3 pm on 16.06.2017.

Those tenderers who do not satisfy the general rules and conditions specified below will be rejected. Tender form can be downloaded from our Website: WWW.dtpchiruvananthapuram.com. Such tender form, should be accompanied by a demand draft from any nationalized bank payable to the Secretary, DISTRICT TOURISM PROMOTION COUNCIL at Thiruvananthapuram for an amount of ₹ 200/- which is the price fixed for the tender form and which is not refundable under any circumstances. Tender form can be had directly from office of District Tourism promotion Council on all working days from 01.06.2017 on payment of ₹ 200/- during office hours. Tender forms are not transferable. Sale of tender forms will be closed at 2 PM. on 15.06.2017

The Secretary, DISTRICT TOURISM PROMOTION COUNCIL, Thiruvananthapuram reserves the right to accept or reject any or all bids without assigning any reason whatsoever.

Name of Work : Running a restaurant at the premises of Chacha Nehru Traffic Training Park, Shankhumukham, Thiruvananthapuram [TC No.34/775(1)], a unit of DTPC, Thiruvananthapuram

Period of Contract: Three years from the date as stipulated in the deed of licensee.

Probable Amount of Contract ₹ 57,000/- Per month (₹ 20,52,000 for 3 years)
(Excluding Service Tax. Service Tax will be applicable as per rules)

Amount of EMD ₹ 51,300/-

General conditions for tender are enclosed.

Sd/-

Secretary

District Tourism Promotion Council

Thiruvananthapuram

General Terms & Conditions

1. The bidder should be a registered company under the Company's Act 2013 or under partnership act/proprietorship operating a restaurant in Kerala.
2. The tenderer should have minimum of 5 years experience in operating a restaurant in Kerala State. For Classified restaurants with Department of Tourism and star hotels classified by GOI the above experience is not applicable.
3. The firm should have at least one member/employee who have degree or diploma in catering technology/hotel management from an institution approved by the Government and they should attach attested certificates to prove this.
4. The firm should have at least an annual turnover of ₹ 50 lakh per year for the last 2 years (For classified restaurants and star hotels this is not applicable)
5. The bidder is expected to examine all the instructions, guidelines, terms and conditions. Failure to furnish all the necessary information as required by the quotation document or on submission of a proposal not substantially responsive to all the aspects of the tender conditions shall be at bidder's own risk and may be liable for rejection.
- 6) Negotiations with successful bidder : District Tourism Promotion Council, Thiruvananthapuram reserves the right to negotiate with the successful bidder. Successful bidder may be called for negotiation for improvement of terms and reference, scope of work and commercial terms.
- 7) Disqualifications : District Tourism Promotion Council, Thiruvananthapuram in its sole discretion and at any time may disqualify a tenderer from the bid process, if the applicant is found to have record of poor performance such as abandoning work/not proper completing contract, inordinately delaying in completion, being involved in litigation or financial failures.
- 8) Signing of Contract: On acceptance of the bid the qualified bidder and District Tourism Promotion Council, Thiruvananthapuram shall promptly and in no event not later than 7 days from the date of acknowledgement of the letter of acceptance, sign the contract, agreement.
- 9) Termination of the contract: The qualified bidder after signing the agreement will have to give three months notice to District Tourism Promotion Council, Thiruvananthapuram if they want to terminate the contract. Any loss incurred by District Tourism Promotion Council, Thiruvananthapuram will be recovered from the performance bank guarantee. The District Tourism Promotion Council, Thiruvananthapuram will have right to terminate the contract by giving three

months notice with or without assigning reasons or due to any change in policy decision of Government.

10) Liquidated damage: In the event of delay in starting the restaurant, irregular conduct/not furnishing all deliverables, the licensee shall be liable for a penalty at the rate of 2% of the contract value due for that week and up to a maximum of 10 % depending on the nature of the irregularity and after which District Tourism Promotion Council, Thiruvananthapuram shall be at liberty to cancel the award. For this purpose, part of a week shall be considered as a full week.

11) Qualifying Information

Sl.No	Details requested by District Tourism Promotion Council, Thiruvananthapuram
1	Status and proof of ownership of the present firm(whether proprietorship/partnership or company)
2	Name & Qualification of the Technical Member (Attach Certificate)
3	No.of Manpower(Qualified, skilled and unskilled)with experience available with the firm as on date as per the muster roll including total number of years. Certificate of labour department should be attached)
4	Annual turnover of the firm for the last 2 years(income tax clearance certificate may be attached)+Copy of Annual Audited Accounts
5	No.of years of experience in similar contract execution) clientele details to be provided)
6	Proof of experience of minimum 5 years.

12) District Tourism Promotion Council, Thiruvananthapuram would like to have the workers medically certified from approved registered Medical Practitioner recognized any Indian Medical Council, to be free from communicable and contagious diseases in addition to general fitness. Restaurant staff should have uniform as a part of ensuring cleanliness. Polite and respectable manner should be maintained by all employees engaged by the bidder from time to time. Proper identify cards should be issued to the staff crew.

The unit will be known as (A unit of District Tourism Promotion Council, Tiruvananthapuram Managed By.....)

- 13) The Licensee will be responsible for the cleanliness and proper maintenance of the structure, crockery, cutlery, cooking utensils, furniture, fixtures etc. including that of kitchen & canteen halls. A very high standard of hygiene must be maintained in all respect.
- 14) Quick, day-to-day disposal of waste material and refuse shall be maintained at the own cost of the licensee. Failure in quick disposal of waste will make the licensee liable to pay fine, which may extend upto ₹ 100/- per such occurrence when reported by the caretaker or any other District Tourism Promotion Council, Tiruvananthapuram authority for the 1st two occurrences and there after ₹ 250/- per occurrence. District Tourism Promotion Council, Thiruvananthapuram reserves its right to take samples of all stores including edibles/raw materials both perishable and non-perishable from the restaurant for the purpose of inspection & Investigation and get the same tested in laboratory with a view to maintain the requisite standard of quality. Any irregularity or providing sub standard items will lead to penalty including prosecution.
- 15) Every dispute, differences or question which may at any time arise between the parties here to or any person claiming under them, touching or arising out of or in respect of this agreement or subject matter shall be referred to the Director, Department of Tourism, Park view, Thiruvananthapuram whose decision shall be final and binding on all concerned.
- 16) The restaurant shall be working for catering services during normal business hours preferably from 5 am to 11 pm.
- 17) The licensee will ensure that hazardous or inflammable item or any other intoxicating materials are not stored in the canteen and its premises. Proper fire fighting equipments should be installed in the premises besides normal safety measures. The licensee should make sure that any kind of alcoholic products are not used or sold by anybody inside the restaurants and its premises.
- 18) The licensee shall not sub-let the contract to anybody. He shall not use the space provided for stocking or keeping goods/articles other than those needed for use in the restaurant nor shall he do any structural additions & alterations to the premises without written permission of the District Tourism Promotion Council, Thiruvananthapuram. The licensee shall not stock or sell any spirituous Liquor or any other intoxicants within the said premises. Use of tobacco should not be allowed at the premises of the restaurant.

- 19) On the date of signing the contract agreement, the contractor shall furnish the security deposit equivalent to twelve months quoted amount, in the form of DD only in favour of "Secretary, District Tourism Promotion Council, Thiruvananthapuram" payable at Thiruvananthapuram or through Bank Transfer (SBT Kowdiar A/C No: 57047068815 IFSC code SBTR 0000020). The security Deposit will be refunded to the licensee after termination of the contract and clearing all liabilities due to the District Tourism Promotion Council, Thiruvananthapuram. The security deposit will not carry interest.
- 20) The contractor shall comply with all the provisions as required under the appropriate acts of Government and also statutory requirements as applicable.
- 21) The contract will be for a period of 3 years only commencing from the date of award of contract.
- 22) Payment of Licence fee shall be made in six half yearly installments before 15th of first month of each half year. Payment can be made either by DD or as RTGS (SBT Kowdiar A/C No: 57047068815 IFSC code SBTR 0000020) to our Account
- 23) The interested bidder(s) is advised to have a prior visit to the place before quoting and the details about the premises can be had from the duty staff or for more details can be had from the Secretary, District Tourism Promotion Council, Thiruvananthapuram.
- 24) The licensee shall take all kind of licenses required to operate the restaurant including that of Food Safety at his own risk.
- 25) The license shall pay the electricity charges & water charges without delay by his/her own.
- 26) The licensee shall strictly follow '**Green Protocol**' in operating the restaurant. There should be a scientific waste disposal system and use of glasses, plates and other utensils made of plastic, paper,....etc should be avoided. Utensils made of steel, glass & ceramics are encouraged.
- 27) The licensee shall ensure adequate facility for water purification.
- 28) The licensee shall ensure proper upkeep & regular maintenance of the drainage system & septic tank attached to the restaurant.

General Information Form**Form I****Tender for Operating TC No: 34/775(1) - Restaurant at Chacha Nehru Traffic
Training Park, Shankhumukham**

Date.....

(Details to be furnished)

I Details of Primary Applicant

1. Name :
2. Address :
3. Telephone :
4. E-mail :
5. Fax :

II Details of Authorized personnel of Primary Applicant

6. Name :
7. Address :
8. Telephone :
9. E-mail :

III Information about the agency

10. Status of Company(Public, Private Partnership)
11. Registration Details

Date :

Ref No :

12. Details of staff
13. Location and Address
14. Experience in the restaurant field

Attach:

1. Labour Department Certificate
2. Income Tax Clearance Certificate PAN CARD Copy
3. Documents to prove turn over(IT Return or similar documents)
4. Document in proof of Experience of the firm.
5. Last 2 years IT Return & Audited Accounts.
6. Document in proof of the qualification of the technical member/employees.
7. Proof of ownership of the present firm (whether Proprietorship/ partnership/
company)

Name :

Signature :

Company Seal :

Place:

Date:

DISTRICT TOURISM PROMOTION COUNCIL**Thiruvananthapuram-695 003****FORM II**

No:DTPC/G-166/2009

dt:.....

Quotation for Operating a Restaurant at Chacha Nehru Traffic Training Park, Shankhumukham[TC No:34/775(1)],Thiruvananthapuram, a unit of DTPC,Thiruvananthapuram

Name of the quoter :

Full Address :

Telephone No :

License fee quoted for one month

(in figures & words) : ₹

Excluding Service Tax. Service Tax will be applicable as per rules

For three years (in figures and words) : ₹

EMD Details

Amount of EMD ₹ 51,300/- (Fifty one thousand three hundred only)

DD No :

Date :

Bank :

Authorised Signatory

Name/Seal

Place:

Date :

This form alone to be submitted with EMD as Quotation in cover II

Form No: III

Preliminary Agreement entered into on thisday of.....Two thousand and Seventeen between the Secretary, District Tourism Promotion Council, Thiruvananthapuram (represented by the Secretary Sri.T.V.PRASANTH with its office opposite Raj Bhavan, Kowdiar.P.O, Thiruvananthapuram on the first part (Herein after referred to as LICENSER)

AND

.....(Here in after referred to as the(LICENSEE-Electoral Identification Card No:.....or similar identification documents)

WHEREAS THE LICENSER INVITED QUOTATIONS FOR THE MANAGEMENT, UPKEEP AND OPERATION OF THE RESTAURANT FOR A PERIOD OF THREE YEARS

WHEREAS the LICENSEE offered to undertake the management and upkeep and operation of Restaurant for a period of three years (Here in after referred as THE FACILITIES)

IT IS AGREED BETWEEN THE PARTIES THAT:

1. The purposes for which the said facilities shall be used is only for management, upkeep and providing of hygienic food items only.
2. The LICENSEE shall manage upkeep, maintain and operate the said facilities in a professional manner conducive to the promotion of Tourism in Thiruvananthapuram District with the said facilities as a key centre.
3. IT IS UNCONDITIONALLY AGREED BY THE LICENSEE THAT ALCOHOLIC BEVERAGES AND CIGARETTES SHALL NOT BE USED, SOLD, STOCKED OR OTHERWISE LET ON THE PREMISES.
4. The LICENSEE will furnish and provide necessary services through trained and professional manpower to run the said facilities and shall provide necessary additional facilities if required with the written consent of the LICENSOR for the purpose for which they are meant, at his costs and shall claim no reimbursement or compensation for the same during the currency of the license or at its termination or conclusion and the LICENSEE shall remove at his cost such facilities on termination of this License without causing any damage to the structure.

5. The LICENSEE shall procure and keep in force, all license, permissions, approvals, certificates etc. and pay all the costs, expenses, levies, taxes, wages and salaries, electricity and water bills, and all other dues for the operation of the said facilities and shall be liable for them, whether incurred or accrued, known during the currency of this agreement or after its termination or conclusion.
6. The LICENSEE shall pay monthly LICENCE fee Rs.....in six half yearly installments. Besides the license fee the LICENSEE shall deposit with the Licensor an amount of twelve months licence fee as security deposit which shall be refunded to the LICENSEE at the conclusion/termination of this license after adjusting dues to the licensor, if any. The EMD already deposited by the licensee shall be taken in to account in calculating 12 months license fee.
7. The LICENSEE shall be liable to make good any loss or damage or expenditure either incurred or likely to be incurred by them during the currency of this agreement caused to the licensor on account of any failure, negligence in discharge of any of the terms and conditions of this agreement.
8. The LICENSER or his authorized agent shall have the right at all times to enter and inspect the premises through its officers, consultants, consultants, attorneys or others or otherwise ensure the due compliance of the terms these presents.
9. The overall control and possession etc of the facility shall remain with the LICENSER
10. The licensee should take sufficient insurance coverage against third party insurance and against theft, fire, etc wherever required during the period of licence.
11. The licence may be terminated by either party after giving written notice to the other for a period not less than three months and no such notice is required for the termination of the License on account of clause 6 and 7 of this agreement.(default in payment of license fee)
12. Any dispute arising out of the execution of the agreement between the parties shall be referred to the Director, Department of Tourism of Kerala whose decision shall be binding on both parties to the agreement.
13. This agreement does not create any tenancy agreement between the parties and the LICENSEE does not have any interest in the immovable property wherein the facilities and services are to be made available to the tourists.
14. In the event of default in remitting the license fee, the licensor has the sole power to initiate Revenue Recovery proceedings against the Licensee. It is also agreed by the Licensee that, he has inspected the premises before quoting and is well aware about the facilities available, read and agreed to the terms and conditions of the Tender documents, which will also be a part of this agreement.

- 15. All the Electricity Charges and Water Charges of the premises taken for licence should be paid by the Licensee.
- 16. The licensee shall taken possession of the said unit after signing the Deed of Licencee and all the terms and conditions of the contract shall come to effect on the date specific in the Deed of Licensee.
- 17. In witness where at the parties have this on.....set their hands there to:

LICENSER

(Represented by.....

SECRETARY, DISTRICT TOURISM PROMOTION COUNCIL,
THIRUVANANTHAPURAM)

LICENSEE

.....

.....

In the presence of:

(Name,Signature & Address)

(Name,Signature & Address)