

MADURAI DIVISION

Tamil Nadu Tourism Development Corporation Ltd. (TTDC)

HOTELS SECTION



TENDER NOTICE NO. 0275/FH/2023, Dated : 21.12.2023

TENDER DOCUMENT FOR OPERATION AND MAINTENANCE OF TTDC HOTELS AT
(1) SATTUR (2) VIRUDHUNAGAR (3) VAIGAI DAM AND (4) RAMESWARAM-II
FOR 6 (SIX) YEARS.

Tamil Nadu Tourism Development Corporation Ltd. (TTDC)

Tourism Complex, No. 2 Wallajah Road, Chennai – 600 002. Tamil Nadu

Telephone(s) : 25333850 to 54 – Fax No.(044) 25333385

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

COST OF FORMS: Rs. 1,180 /- including Taxes.

Rs. 1,280/- through post

Free of cost if downloaded from

www.tamilnadutourism.tn.gov.in

TAMILNADU TOURISM DEVELOPMENT CORPORATION LTD., CHENNAI-2

HOTELS SECTION

S.N o.	Name of the unit	Vacant from	Lease proposal approved by G.O
1	Hotel Tamil Nadu, Virudhunagar	01.05.2 022	G.O.Ms.No.101, Information & Tourism (T-1) Department, dt.03.06.1998
2	Hotel Tamil Nadu, Vaigai Dam	17.10.2 023	
3	Hotel Tamil Nadu, Sattur	05.05.2 022	G.O.Ms.No.221, Information & Tourism (T-2) Department, dt.04.10.2000
4	Hotel Tamil Nadu, Rameswaram-II	12.11.2 021	G.O.Ms.No.88, Information & Tourism (T-2) Department, dt.12.06.2002

BID DOCUMENT

FOR OPERATION AND MAINTENANCE OF TTDC HOTEL AT

(1) sattur (2) virudhunagar (3) vAIGAI dam AND (4) rAMESWARAM-II

TECHNICAL BID

Address of the Tender Inviting Authority:

CHAIR PERSON / MANAGING DIRECTOR

TAMILNADU TOURISM DEVELOPMENT CORPORATION LTD.,

No.2, WALLAJAH SALAI, CHENNAI- 600 002

(THIS TENDER DOCUMENT IS NOT TRANSFERABLE)

CONTENTS**TECHNICAL BID**

Sl. No.	Particulars	Page No.
1	Invitation for Bid (IFB)	5 - 6
2	Check list for Guidance in Tender submission	7
3	Instructions to Bidders (ITB) Scope of Bid Eligible Bidders Bidding Procedure	8 - 14
4	Conditions of Contract - General Conditions	15 - 18
5	Conditions of Contract - Special Conditions	19 - 24
6	Contract Data	25
7	Declaration by the Bidder (Annexure – I)	26
8	Letter of Bidder (Annexure – II)	27
9	Particulars of the Tenderer	28
10	Financial statement (Data for previous 2 years)	29
11	Draft letter of Appointment	30
12	EMD refund Form	31

13	Form of Performance Security (Bank Guarantee)	32
----	---	----

PRICE BID

13	Price Bid	34
14	Agreement	35 - 42

SECTION - I

TAMILNADU TOURISM DEVELOPMENT CORPORATION LTD., CHENNAI-2

INVITATION FOR BID (IFB)

TENDER NOTICE NO. 0275/FH/2023,
21.12.2023

DATED :

For and on behalf of Tamilnadu Tourism Development Corporation Ltd., Chennai invites sealed competitive Bids in 2 cover system (Techno-Commercial & Price bid) for the operation and maintenance of TTDC Hotel at (1) Sattur (2) Virudhunagar (3) Vaigai Dam and (4) Rameswaram-II for 6 years.

Table 1

Bid No.	Type of Work	EMD (Rs.)	Eligibility
(1)	(2)	(3)	(4)
Tender Notice No.0275/FH/2023 dated 21.12.2023	OPERATION AND MAINTENANCE OF TTDC HOTELS FOR 6 YEARS AT		Reputed companies, firms and proprietary concern with experience in operation and maintenance of Hotel conforming to the eligibility criteria
	1. SATTUR	6,000	
	2. VIRUDHUNAGAR	9,500	
	3. VAIGAI DAM	8,000	
	4. RAMESWARAM-II	7,500	

Table 2

Last date of issue of Bid documents	Last date of submission of Bid	Date of opening of Technical Bid	Cost of Tender form (Rs.)
(1)	(2)	(3)	(4)

23.01.2024 @ 5.00 PM	24 .01.2024 @ 11.00 A.M	24.01.2024 @ 12.00 Noon	1,000 /- + 18% GST (By Post Rs.1280/-)
-------------------------	----------------------------	----------------------------	---

1. The interested Bidders can procure the Bid documents by payment of a Non-refundable fee as outlined in the table above by a Demand draft drawn in favour of "Tamilnadu Tourism Development Corporation Ltd., Chennai-2" (payable at Chennai) from the Assistant Chief Manager (Hotels), TTDC Ltd., 2nd Floor, Tourism Complex, No.2, Wallajah Salai, Chennai-2, on all working days upto 05.00 pm on or before the date specified in Column No.1 of Table 2 above. Bid documents can also be downloaded from TTDC's website <http://www.tamilnadutourism.tn.gov.in>. The downloaded Bid documents shall be submitted without modification or insertion in the Bid documents or otherwise Bid will be liable for rejection.
2. (a) The Bidder shall furnish, as part of the Bid, **Earnest Money Deposit (EMD)** given in Column No.3 of Table-1. The EMD shall be paid by means of a Demand Draft should be drawn on any Indian Nationalized/Scheduled Commercial Bank in favour of "**Tamil Nadu Tourism Development Corporation Ltd.**", payable at Chennai.

(b) Tenderers who seek exemption from payment of EMD should attach a valid Registration Certificate/Certificate of Incorporation issued by SSI/MSME, without fail.

3. Tenders received without Earnest Money Deposit along with Technical Bid will **NOT** be accepted and the same will be summarily rejected.
4. The successful bidder shall be intimated on his selection for the award of contract.
5. The Tenderer (Authorised signatory of the Company) should sign all the pages of tender document at the bottom.
6. The Earnest Money Deposit of unsuccessful bidder will be refunded after a decision taken on the tender.
7. The duly filled-in Bid documents must be delivered in two cover

system (Technical bid and Price Bid) in separate sealed envelopes and the sealed envelopes shall then be put together in another envelope as detailed in the bidding documents with Earnest Money Deposit as outlined in Para 2.

8. The filled-in Bid documents will be received up to the last date and time of submission as outlined in the Table. The duly filled in Bid documents shall be put in the Tender Box provided at the Head Office of TTDC at the above address (2nd Floor, Hotel Section).
9. The filled-in Bid documents can also be sent by post to the Assistant Chief Manager (Hotels), TTDC Ltd. No.2, Wallajah Road, (2nd Floor), Chennai 600 002. The TTDC Ltd., shall not be responsible for any postal delay or loss in transit.
10. The Bid will be opened at the time and date outlined in the Table above at the Head Office of TTDC. If in the event of last date of submission of tender being declared as holiday, it will be opened on the next working day at the same time and venue.

CHAIR PERSON / MANAGING DIRECTOR

Check- list for Guidance in Tender submission

1	Signed every page with seal	Yes	No
	(i) Terms & Condition document	Yes	No
	(ii) Undertaking	Yes	No
	(iii) Price Bid	Yes	No
2	Technical Bid in a separate sealed cover superscribed as "TECHNICAL BID" for "Operation and maintenance of TTDC Hotel at Sattur, Virudhunagar, Vaigai Dam and Rameswaram-II" for 6 years.	Yes	No
3	Technical Bid must only have		
	(i) Terms and conditions document signed & dated	Yes	No
	(ii) EMD for the Hotels / Restaurant Bid – Bank Demand Draft	Yes	No
	Documents :		
	(a) Annual Turnover Certificate for 4 years	Yes	No
	(b) Registration Certificate for the agency	Yes	No
	(c) If the Tenderer is a Company, Certificate of Incorporation	Yes	No
4	Price Bid in a separate sealed cover superscribed as "PRICE BID" for "Operation and maintenance of TTDC Hotel at (1) Sattur (2) Virudhunagar (3) Vaigai Dam and (4) Rameswaram-II" for Six years.	Yes	No

Section II

INSTRUCTIONS TO BIDDERS (ITB)

1. Scope of Bid

- (a) Operation and maintenance of TTDC Hotel at Sattur, Virudhunagar, Vaigai Dam and Rameswaram-II for 6 (Six) years.
- (b) The Bidder should conform to the qualification criteria prescribed below..

2. Eligible Bidders

Companies / Firms / Partnership Firms / Proprietary concern with experience in operation and maintenance of Hotel for 5 years.

3. Qualification of Bidders.

The bidders should have following qualifications :-

- (a) Should have some experience in operation and maintenance of hotel
- (b) Should have an average turnover Rs.50.00 Lakh in any two years out of Financial year 2019-20, 2020-21, 2021-22 and 2022-23.
- (c) Should produce the Solvency Certificate issued by a Tahsildar or Certificate by a Scheduled Bank with validity equivalent to twice the amount quoted by him in the tender. If the tenderer is a limited company should have net worth equivalent to twice the amount quoted in the tender.
- (d) Should have GST Registration in Tenderer's name.

4. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his Bid and the TTDC shall not be responsible or liable for those costs.

5. Amendment of Bidding Documents

At any time, after the issue of the Bid documents and before the opening of the Bid, the Bid inviting authority may make any changes, modifications or amendments to the Bid documents and shall send intimation of such change to all those who have purchased the original Bid documents or shall be uploaded in the net. Prospective bidders shall promptly acknowledge the receipt thereof by E-mail or Fax to the Bidding authority. The Bid shall be furnished taking into account the addendum / amendments, if any, issued as mentioned above and any failure in doing so will lead to consequences including rejection of Bid.

Preparation of Bids

6. Language of Bid

- (a) All documents relating to the Bid shall be in English
- (b) If such documents are in other languages (copies of Invoice / Performance Certificates), it is the responsibility of the bidder to attach attested translated versions in English along with the copies of such documents.
- (c) The attestation should be done by an Officer not below the rank of General Manager of the bidders' organization or any Notary Public.
- (d) The authenticity and genuineness shall be the responsibility of the bidder.
- (e) If in future, it is proved that such documents are found to be non-genuine, or fraudulent, then corporation shall resort to cancellation of the contract with hold any payments including security deposit and also take legal action besides blacklisting the bidder.
- (f) This is applicable to all facts, figures, relevant documents submitted by the bidder relevant to this tender.

7. Documents Comprising the Bid

The Technical Bid (Cover-A) submitted by the Bidder shall comprise the following:

- (a) The Bid
- (b) EMD
- (c) Registration Certificate/Certificate of Incorporation of the company
- (d) Proof of having experience in operation and maintenance of hotels

- (e) Proof of having an average turnover Rs.50.00 Lakh in any two years out of Financial Year 2019-20, 2020-21, 2021-22 and 2022-23.
- (f) Copy of the Audited Annual Accounts of the bidder for the preceding four Financial years (i.e) 2019-20, 2020-21, 2021-22 and 2022-23.
- (g) The tenderer should submit IT Return for the preceding three Financial years 2019-20, 2020-21 and 2021-22.
- (h) In case of individual, he should also furnish a copy of address proof (i.e.) Aadhar Card or Voters ID card.
- (i) The tenderer should produce the Solvency Certificate issued by a Tahsildar or Certificate by a Scheduled Bank with validity equivalent to twice the amount quoted by him in the tender.
- (j) If the Tenderer is limited company should furnish documentary proof for having net worth twice the amount quoted in the financial bid.
- (k) The tenderer should furnish a copy of GST Registration and a copy of monthly GST Returns filed for 6 months (i.e.) March to August 2023.

The Financial Bid (Cover-B) submitted by the bidder shall contain the quote for the annual franchise fees of the Hotel bid, excluding GST.

8. Bid Prices

- (i) The Contract shall be for operation and maintenance of TTDC Hotels for Six years.
- (ii) The prices should be quoted for first year shall carry annual escalation of 5 % for second and subsequent years on compounding basis.

9. Earnest Money Deposit

1. The EMD shall be remitted by means of a Demand Draft for the said unit and shall be enclosed along with the Technical Bid.

2. The Earnest Money will be refunded only to the unsuccessful bidder on application after intimation is sent to the unsuccessful tenderer or at the expiry of Bid validity period. Bids not accompanied by the Bid security will be rejected. The EMD of the successful Bidder will be refunded after execution of agreement and furnishing of performance security and commencing the operation of Hotel. *Alternatively the EMD may also be adjusted at the time of payment of first year franchise fee by the successful bidder.*

3. The EMD will be forfeited:

(a) If a bidder withdraws his Bid during the period of Bid validity.

(b) If a successful Bidder fails to :

(i) execute an Agreement or

(ii) furnish the necessary performance security within the specified time

limit of

30days from the date of receipt of order from TTDC.

(c) If the Bidder does not accept the correction of the Bid price.

(d) If the successful tenderer fails to commence operation of the Hotel within 30 days from the date of receipt of order from TTDC.

Submission of Bids

Sealing and Marking of Bids

1. The tenderers participating are required to follow the procedure as given below while submitting their bids :

(i) The bidder should submit separate tender document for the unit. The Bidder shall be responsible for properly superscribing and sealing the cover in which the Bid is submitted and Bid inviting authority shall not be responsible for accidental/ misplacement/pre-mature opening of the covers that are not properly super scribed and sealed, before the time appointed for Bid opening.

(ii) The duly filled in Bid documents shall be submitted till the last date of submission as given in Bid data sheet. The duly filled in Bid documents shall be put in the Tender box provided at the Head Office, Tamilnadu Tourism Development Corporation Ltd., Wallajah Road, Chennai-2. Tenders can also be submitted by Post or Courier. Bid inviting authority shall not be responsible for any delay in transit in such cases.

(iii) The Bidders should not amend / add / alter any of the Bid conditions, conditions of

contract, specifications etc. of his own.

- (iv) The original and all copies of the Bid shall be typed or written in ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid, where entries or amendments have been made shall be signed by the person or persons signing the Bid.
- (v) The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.

Deadline for Submission of Bids

- (1) Bids shall be delivered to the TTDC at the address specified in the invitation of Bids not later than the time and date specified.
- (2) TTDC may extend the deadline for submission of bids by issuing an amendment in which case, all rights and obligations of TTDC and the Bidders previously subject to the original deadline will then be subject to the new deadline.

Late Bids

No Bid will be received by TTDC after the deadline prescribed.

Bid Opening, Evaluation and Award of Contract

Bid Opening

- 1 The Tenders shall be opened at the time specified in the invitation to Bid or amended thereof in the presence of attending tenderers.
- 2 Price Bids of tenderers, who do not qualify technically shall be rejected without further consideration.
- 3 To assist in the scrutiny, evaluation and comparison of bids, TTDC may, at their discretion, request clarifications on the bid from the tenderer.
- 4 Notwithstanding any terms and conditions stipulated in the tender documents, TTDC reserves the right to accept or reject in part or whole any, or all the tenders received at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

Correction of Errors

The rate shall be entered in words also underneath the figures and the amount whichever is higher will be taken into consideration. No alterations in the description of the schedule shall be permitted. All corrections should be authenticated by the full signature of the tenderer.

Validity period of the Bid

The bids will be valid for a period of 90 days from the date of opening of Price bid.

Notification of Award and Signing of Agreement

1. The Bidder, whose Bid has been accepted will be notified of the award by TTDC prior to expiry of the Bid validity period by e-mail confirmed by a Registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance" will state the sum that TTDC will pay the Contractor in consideration of the operation and maintenance of the Hotel by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
2. The Notification of award will constitute the formation of the contract, subject to the Bidder furnishing the Performance security and signing the Agreement.
3. The bidder shall have to enter into an agreement with the TTDC within 30 days from the date of receipt of Letter of Acceptance. The form of agreement will have to be stamped at the stamp office at the cost of the bidder.
4. Upon the furnishing by the successful Bidder of the Performance Security, TTDC will promptly notify the other bidders that their bids have been un-successful.

Remittance of First year Franchise fee

The successful tenderer should remit the franchise fee along with GST for the first year within one month from the date of receipt of franchising Hotel order from TTDC.

Performance Security (Security Deposit)

- 1 The successful tenderer should furnish performance bid security equivalent to 1st year lease rent by Bank Guarantee from anyone of the Nationalised/Commercial Scheduled Bank valid for 7 Years, within one month from the date of receipt of letter from TTDC intimating the selection of the bidder for award of contract. The successful tenderer shall also execute an agreement in the Proforma prescribed by TTDC within a week from the date of receipt of work order from TTDC.
- 2 Failure of the successful Bidder furnish performance security of shall constitute

sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

Corrupt or Fraudulent Practices

The bidder shall observe highest standard of ethics during bidding process and execution of the project.

- 1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 2 'Fraudulent practice' means a misrepresentation of facts in order to influence the selection process or execution of a contract which is detrimental to TTDC and includes collusive practice among the bidders during selection process, designed to establish prices at artificial, non-competitive levels and to deprive TTDC of the benefits of free and open competition.
- 3 TTDC will reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 4 Whereas the qualifications of bidders and other tender conditions have been specified to ensure proper operation and maintenance of the Hotel in the interest of corporation, if the bidder suppresses and / or furnishes faulty facts and resorts to any other action with mala fide action with the only intention of bagging the order at any cost, then the corporation or any of its official are in no way responsible for any subsequent loss / damage arising out of such mala fide action.

The bidder alone is solely responsible for all such liabilities arising out of any fraudulent actions.

Evaluation of bid

The bid will be evaluated based on the highest amount quoted for the first year for the Hotel as per the schedule of the price bid (Cover-B).

Rejection of bid

The tender will be rejected outright, if the tenderer

1. Does not attach EMD .
2. Stipulates the validity period less than what is stated in the form of tender
3. Does not disclose the full names and address of all his partners in the case of all partnership concern.
4. Does not fill in and sign the Tender Form.
5. Does not submit the Tender in sealed envelope.
6. Does not submit the Original Tender Form duly signed and stamped.

7. Submit the tender without stating the rates either in figures or in words.
8. Does not submit the annexure duly signed and stamped.
9. The Tender will also be rejected if,
 - (i) the tenderer does not have some experience in operation and maintenance of Hotels
 - (ii) Average turnover Rs.50.00 Lakh in any two years out of Financial Year 2019-20, 2020-21, 2021-22 and 2022-23.
 - (iii) The tenderer does not submit IT Return for the preceding three Financial years 2019-20, 2020-21 and 2021-22
 - (iv) The tenderer being a proprietary concern, does not produce the Solvency Certificate issued by the Tahsildar or Certificate by a Nationalised/ Scheduled Bank in the year of 2021 with validity equivalent to twice the amount quoted by him in the tender or does not produce documentary proof of his residence such as Aadhar card or Voters Identity card.
 - (v) The tenderer being a limited company does not have net worth equivalent twice the amount quoted in financial bid.
 - (vi) The tenderer does not furnish a copy of GST Registration .
 - (vii) The tenderer has not signed and dated on each page and the undertaking prescribed in (Annexure).

SECTION – III

Conditions of Contract

General Conditions

1. The period of contract will be for 6 (Six) years. The period of contract will be extended for a further period of 4 years on mutually agreed terms based on the evaluation of over all performance of the Franchisee, which includes payment of lease rent, GST on time, remittance of applicable statutory tax etc. and the operation and maintenance of the unit. Etc.
2. No alteration, whatever, may be made in the text of the tender form ; any remarks or explanations should be set out in a covering letter. The form of

agreement is bound up with other documents, so that the tenderers may know what their liabilities and duties are and the entire tender form should be submitted to Tamilnadu Tourism Development Corporation when submitting the tender.

3. No additions, alterations, modifications to the existing building or in vacant land allotted to him shall be made by franchisee in any manner without the written consent of the Franchiser and the Franchisee shall maintain the building in good condition. However, Franchisee may be permitted for construction of additional space/facility provided he submits proper plan along with drawings for prior approval of TTDC. Additional rent will be worked out as per **G.O.Ms.No.76, Tourism, Culture & Religious Endowments (T2) Department, dated 24.02.2016.**
4. Tenderers must comply with instructions contained in the Notice Inviting Tender. They must also agree to comply with all the conditions and specifications of the contract. Otherwise their tenders are liable for rejection.
5. (a) The rates quoted should be firm and no variation in prices are admissible.
(b) The rates should be quoted in Indian Rupees only.
(c) **Annual escalation of 5 % on compounding basis**
6. The tenderer shall be solely responsible for the payment of the Central or State Government Taxes and levies etc. in the operation and maintenance of the Hotel.
7. The tenderers should abide by the terms and conditions prescribed in the Agreement and Work Order.
8. The acceptance of the tender by TTDC shall be deemed to result in and constitute a valid and concluded contract binding on the tenderer notwithstanding the non-execution of the contract agreement.
9. The successful tenderer shall register the agreement and shall pay the required stamp charges etc.
10. Tenderers should give full postal address of their office in their tender. The delivery at the above named place or posting in a post box regularly maintained by the Postal department or sending by letter registered for acknowledgement of any notice, letter

or other communication to the tenderer or contractor shall be deemed sufficient service thereof upon the tenderer or contractor in writing. The address may be changed at any time by an instrument executed by the tenderer or contractor and delivered to TTDC.

11. Breach of Contract

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the "Breach of Contract" mentioned above covers (a) the Anticipatory Breach and (b) the Present Breach.

TTDC may without prejudice to its right against the tenderer in respect of any violation of contract or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for curing the breach in contract has not elapsed by notice in writing absolutely determine the contract as detailed below :

Termination

TTDC shall terminate the contract for breach of any of the terms and conditions and stipulations of this agreement and Notice of such termination shall be given only, if such breaches can be cured. In respect of breach of contract, where such breaches cannot be cured in 7 days, a Notice for Termination shall be given to the Franchisee and the contract shall be terminated immediately after the expiry of breach of the terms and conditions by the Franchisee. TTDC shall terminate the contract under the following circumstances :

- (a) **Termination on account of insolvency:** In the event of the successful Bidder at any time during the term of the contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt.
- (b) **Termination for delay:** Successful Bidder shall be required to perform all

activities/ services as per those conditions within the specified time limit. If the successful Bidder fails to do so, the contract may be terminated by TTDC by giving 7 days written notice.

- (c) **Termination for fraud or misconduct:** TTDC reserves the right to terminate the contract without notice, if tenderer is involved in any illegal activities or if the tenderer violates any terms of the contract or if it comes to a light that the contract was obtained based on any false information or fraud.
- (d) **Illegal and Criminal Activities:** The agreement shall be terminated for any unlawful activities, anti-Government activities or criminal acts as specified in clause 25, 26 and 27 of special conditions of contract or otherwise on the part of the franchisee.
- (e) **Failure to make payments:** If the successful tenderer fails to remit the annual lease rent along with GST on time or furnish the Bank Guarantee or execute an agreement within the stipulated date, TTDC has the right to cancel the award of franchise without any intimation to the franchisee and the EMD will be forfeited.
- (f) **Poor Quality Food:** In the event of TTDC receiving repeated complaints from customers about poor quality of food stuff being served by the franchisee or maintaining the Hotel in unhygienic manner despite issue of notice by TTDC in this regard, the contract shall be terminated and the franchise fee already remitted will be forfeited.
- (g) **Lack of Room maintenance, Lack of proper sanitation and Lack of cleanliness in common areas:** In the event of TTDC receiving repeated complaints from customers about poor maintenance of rooms, lack of sanitation in toilets, providing poor quality of linen in rooms, lack of cleanliness in common areas like reception, corridors, stair cases etc. despite issue of notice by TTDC in this regard the contract shall be terminated and the franchise fees already remitted shall be forfeited.
- (h) **Failure to open the Hotel :** If the successful tenderer fails to operate Hotel for a continuous period of one month, the contract will be terminated.
- (i) **Termination on utilizing the property for purpose other than Hotel:** The contract will be terminated if the tenderer utilizes the Hotel / Restaurant for purpose other than running of the Hotel. The following operations by the tenderer among others shall be deemed to be operations other than operation of Hotel and liable for termination.
 - (a) Exhibitions conducted in the conference hall by the successful bidder of the Hotel
 - (b) All political meetings / events conducted in Hotel / Conference hall.
 - (c) Operation of petty shops.

- (j) **Termination for unauthorized occupation** of additional area as per clause 8 of special conditions of contract.
- (k) **Termination on breach of contract:** In case the franchisee commits breach of any of the terms and conditions herein contained and to be observed and performed by the franchisee, then in such cases TTDC shall be at liberty to give a notice in writing (by RPAD/Speed Post) to the franchisee 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 franchisee within 30 days of the receipt of such notice, this agreement at the option of the franchiser may be terminated and upon such termination this agreement shall become null and void and all the rights of the franchisee herein shall immediately cease and determine within 30 days of receipt of the TTDC's notice intimating such Breach.
- (l) **Termination on expiry of the contract :** The agreement shall be deemed to have been automatically terminated on the expiry of the contract period.
- (m) Termination, if TTDC feels at any point of time that property is required for any purpose by TTDC then it can terminate with a notice of one week.

12. Disputes

All disputes and differences arising out or in any way touching or concerning the contract shall be referred to the sole arbitration of any person nominated by TTDC. There will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with matters to which this indenture relates that in the course of his duties as such government servant, he has expressed views on or any of the matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding on the parties to the agreement. Further, if any dispute is to be referred to the courts, the jurisdiction of the same shall be at Chennai.

SECTION IV

Conditions of Contract- Special Conditions

1. Business operations:

The Unit will be handed over to franchisee on 'AS IS WHERE IS CONDITION'. Any improvements need to be done by the franchisee only at his own cost. The words 'AS IS WHERE IS CONDITION' means that the land and buildings and other assets available in the hotels on the date of the release of Tender Notice. No additions / alterations will be carried out in the land or building by TTDC after the tender notice is published. Arresting leakages, erection of compound wall, laying approach road, eviction of encroachments, if any, will be the responsibility of the Franchisee only.

2. The Hotel unit shall be run in the name of 'FRANCHISEE' (i.e.) the successful tenderer but the fact that the property belongs to TTDC shall be

indicated in the Name Board prominently. Name of Franchisee should be below the name of TTDC.

3. The franchisee should utilize the property only for the purpose of running of Hotel and not for any other purpose.

4. **Permits and Licence :**

The successful bidder should apply for and obtain all the statutory licenses required for operation of Hotel at his cost as indicated below :

(I) General

- (a) The Franchisee should obtain clearance from the Pollution Control Board for Air and Water by paying the requisite consent fee.
- (b) The Franchisee should obtain Fire Safety Certificate from District Fire Officer.
- (c) The Franchisee should cover his establishment under EPF and Miscellaneous Provision Act, ESI Act and all other industrial legislations without fail.
- (d) The Franchisee should obtain Medical Certificate for Production and Service Staff from the Labour Department.
- (e) The Franchisee should obtain D & O Licence (Dangerous and Offence) from the local body for the machineries, including the Generator installed in the Hotel.
- (f) The Franchisee should register under GST. He should pay the GST regularly and should produce documentary proof to the inspecting Officers of TTDC.
- (g) The Franchisee should obtain all other statutory Licenses from the Statutory authorities.

(h) Copy of the above documents shall be given to TTDC.

(II) Lodging:

- (a) The rooms should be cleaned regularly with arrangements for pest control at regular intervals.
- (b) The linen provided in the rooms should be of good quality. It should be changed daily and also after every check-in and check-out.
- (c) All the equipments provided in the rooms should be in proper working conditions.
- (d) the toilets should be cleaned regularly, properly sanitized and operated at all times.
- (e) The tariff fixed for the rooms shall be competitive and on line with prevailing rates charged by hotels of similar standards.
- (f) The successful bidder shall obtain the approval from Municipal / District / Corporation Authority before commencement of the operation of Hotel / Restaurant.
- (g) The successful bidder shall register with Commercial Tax Department and obtain Licence in Form No.23 for providing accommodation facilities.

(III) Common Area:

- (a) The Reception, Corridors, Stair cases and parking area should be kept clean always
- (b) There should not be any garbage strewn over the public area.

(IV) Garden Maintenance :

The garden should be maintained properly with the help of a gardener.

- (V) Maintenance of Building :** The Franchisee shall maintain the building and movable properties like furniture, electrical installations, vehicle, etc. in good condition and shall compensate the franchiser for any damages to such properties with replacement value. The following maintenance work to be undertaken by the Franchisee:

White washing	-	Once in six months
Cement Paint	-	Once in 1 ½ years
Enamel Paint	-	Once in 2 years.

5. Catering:

- (a) The quality of food stuff provided by the franchisee should be of high standards.
- (b) South Indian, North Indian and Continental food to be provided.
- (c) All food shall be stored and presented in a way that protects food from cross contamination and as per the Statutes like Food Preservation Act.
- (d) The food supplied shall be free from spoilage, filth or other adulteration and shall be safe for human consumption.
- (e) The Restaurant should be kept clean with proper furniture. Pesto flash to be installed to keep away the flies.
- (f) All food service (Restaurant) and storage area shall be free of evidence of insects, rodents and other pests.
- (g) Should provide safe drinking water facilities to the guests.
- (h) The prices fixed for the food stuff should be competitive and in line with prevailing rates charged by Hotels / Restaurant of similar standard. The menu and the price list should be displayed prominently at the Restaurant.
- (i) The Franchisee should obtain Catering License for running the Restaurant (Form No.III) and Weighing and Scale measurement certificate from Labour Department.
- (j) The Franchisee should obtain PFA Licence (Prevention of Food Adulteration) from the local body.
- (k) The Restaurant and food articles should comply with all the acts and rates.

6. Bar:

- (a) The Bar should be operated only after obtaining the FL3AA License from Commissioner of Prohibition And Excise and should be renewed every year.
- (b) The entire purchase of liquor for the bar should be purchased only from TASMAC. Any purchase of liquor from shops other than TASMAC is illegal and shall be liable for termination of the contract.
- (c) Bar licenses to be obtained from the Commissioner of Prohibition and Excise, by the franchisee at his own expenses and responsibility (For Hotels only). There is no Bar license for Restaurants.
- (d) The Franchisee should obtain Peg Measure Certificate from Labour Department.

7. No additions, alterations, modifications to the existing building or in vacant

land allotted to him shall be made by franchisee in any manner without the written consent of the Franchiser and the Franchisee shall maintain the building in good condition. However, Franchisee may be permitted for construction of additional space/facility provided he submits proper plan along with drawings for prior approval of TTDC. Additional rent will be worked out as per **G.O.Ms.No.76, Tourism, Culture & Religious Endowments (T2) Department, dated 24.02.2016. .**

8. **Unauthorised occupation of additional area :** The franchisee has to confine his activities only within the specified area handed over to him. If he occupies additional space unauthorisedly, he shall vacate the additional space occupied by him within one month from the date of receipt of notice from TTDC, failing which the contract shall be terminated.

9. **Holiday Period :** If there is any necessity for repairs, alterations, additions in the franchised unit by the franchisee at the time of taking over the unit, leave period will be given after handing over the unit to the franchisee based on his written request subject to a maximum of 3 months from the date of taking over or the date of commencement of commercial operations by the franchisee, whichever is earlier.

10. **Bank Guarantee :** The Bank Guarantee equivalent to 1st year Franchise fee by anyone of the Nationalised/Commercial Scheduled Bank valid for 7 Years and should be furnished within a month of receiving the orders.

11. The franchisee should take over the franchised unit within one month time from the date of receipt of franchise orders, failing which the franchiser shall have the right to cancel the order and forfeit earnest money deposit.

12. The license of franchisee is renewable every year by paying the entire franchise fee and GST, 3 months in advance.

13. **Payment of Franchise Fee:**

- (a) The successful tenderer will have to remit the franchise fee along with 18% GST for the 1st year in full within 30 days from the date of receipt of order of franchising the hotel. Further relaxation of due date will not be entertained at any cost. The successful tenderer should also furnish a Bank Guarantee and execute agreement within 30 days from the date of order of franchising the hotel. If the successful tenderer fails to remit the fee and GST or furnish the Bank Guarantee or execute the agreement within the due date, the TTDC has the right to cancel the award of franchise without any intimation to the franchisee and the EMD will be forfeited.

- (b) The franchise is for a period of **6 years** as specified in the Tender Notice. The franchise fee and applicable GST for the 2nd and subsequent years should be remitted 3 months in advance and then the franchise license is to be got renewed. If the franchisee fails to remit the 2nd and subsequent year fee and GST before 90 days, the Franchiser is at liberty to invoke the Bank guarantee at any time before the end of the franchise year. In such cases the franchisee shall furnish a fresh Bank Guarantee within one month of invoking the Bank Guarantee.
 - (c) If the franchisee failed to pay the franchise fee and applicable GST of 2nd and succeeding years within the stipulated period, (3 months in advance) the penal interest @ 14% per annum will be levied and GST @ 18% on penal interest amount will also be levied.
 - (d) TTDC shall have the right to terminate the franchise agreement without notice and resume possession of the premises in case of default in payment of annual franchise fee, GST, penal interest and GST on penal interest or in furnishing Bank Guarantee within the specified period.
 - (e) In case of default in payment of Franchise amount and if the franchisee failed to remit the annual franchise fee, applicable GST, the penal interest and GST on penal interest even after 3 months from the due date, the franchiser shall re-enter the premises and resume possession of the property from the defaulting franchisee and the contract all be terminated forthwith.
14. The Franchisee should operate the Unit on continuous basis throughout the franchise period. If the franchisee fails to run the Unit for a period of one month continuously the franchiser shall issue a notice to the franchisee and if the franchisee fails to operate the Unit even after one month on receipt of the notice the franchiser shall re-enter premises and resume the possession of the unit without further notice.
15. **Letter of Appointment** : All employees except the regular staff of TTDC may be absorbed by the franchisee and the franchiser will not be liable for any claim in respect of such employees. The franchisee should not engage any person without issue of letter of appointment as per the draft enclosed with tender documents.
16. **Surrender of possession of property**: After the expiration of franchise period, the franchisee shall surrender possession of all movable and immovable properties franchised in proper condition including the existing superstructure.
17. The franchisee shall not claim any title to the superstructure already put up or to the modification made by him or claim any compensation at the time of surrendering possession after the expiration of the Franchise.
18. The building, furniture and other properties franchised shall be insured

against fire, rioting and other possible losses and the insurance policy be taken in the joint names of the franchiser and the franchisee and the insurance premium shall be borne by the franchisee.

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

20. On the expiry of the Franchise, the Franchisee shall hand over all articles which were entrusted to him in good condition.

21. **Encumbrance of Property:** The franchisee shall not encumber the Franchised properties by way of pledge, hypothecation, mortgage, charge, lien, lease, leave and license or in any other manner.

22. **Sub-lease of Property:** The tenderer shall not assign, transfer, pledge or sub-contract / sub-lease the operation and maintenance of the Hotel. In case of sub-lease or any other kind of encumbrance of the franchised property by way of pledge, hypothecation, mortgage, charge, lieu by the franchisee for which no prior notice will be issued by TTDC.

23. **Unlawful Activities :** No political meeting/banner shall be allowed within the premises, which has been allotted to him.

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

25. Anti-Government activities shall not be allowed inside the premises.

26. Financial Records Use and Access:

- (a) The franchiser shall have the right to inspect the premises and also the books of accounts, etc. at any time to verify whether the franchisee has remitted the statutory dues promptly, after due notice by TTDC.
- (b) The franchisee shall submit statements, reports, accounts, documents and any other particulars as required by the Franchiser from time to time.

27. **Franchisor's Reservation of Rights:** The franchisee shall extend a special discount of 25% on the normal room tariff and 10% on the food tariff prescribed by franchisee from time to time and are applicable for its Hotels / Restaurant, to the Package Tourists of franchisor accommodated in the Hotel.

28. Franchisee should give preference for accommodating the package Tourists of TTDC.

29. Registration: The franchise agreement should be registered and the stamp duty and registration charges to be borne by the franchisee. **A copy of the above documents shall be given to TTDC.**

30. In the event of franchise being cancelled by Pollution Control Board's Directives, the franchiser will not be liable for refund of franchise fee.

31. The franchiser will not be vicariously liable for any act of the franchisee and the franchisee alone shall be liable for violation of any law. The franchisee shall indemnify the franchise from all claims.

SIGNATURE OF THE TENDERER

DATE:

CHAIR PERSON / MANAGING DIRECTOR

Contract Data**SECTION V**

The name of the contract	Operation and maintenance of TTDC Hotel at (1) Sattur (2) Virudhunagar (3) Vaigai Dam and (4) Rameswaram-II for 6 (Six) years
Identification number of the Contract	0275/FH/2023, Dated .12.2023
Period of Contract	6 (Six) Years

Annexure – I

SECTION VI

DECLARATION BY THE BIDDER/TENDERER

I/We _____ hereby declare that I/We am/are not in any way related to any officer who is in-charge of Hotels of TTDC or having control of this work as referred in ITB. I/We agree that if, at any stage, it is found that this declaration is untrue, the bid security/performance security paid by me/us will be forfeited and the contract entered will stand cancelled at the risk and cost of contractor. It is understood that the relationship with the officer referred to herein will be restricted to those referred in ITB.

Signature of the bidder

Place:

Date:

Annexure - II

Letter of Bidder

_____ (Location)
_____ (Date)

From
(Name & Address of the Bidder)

To

Dear Sir/Madam,

Sub : Tender for the operation and maintenance of TTDC Hotel at
_____ for 6 (Six) years

We, the undersigned, confirm that we meet all the qualification criteria given in the

Tender document

I have carefully gone through the tender document, and all its annexure and I have fully understood the conditions and qualifications mentioned therein I hereby undertake to comply with all the conditions and requirements prescribed anywhere in this tender document. I undertake to remit the franchise fee within the stipulated period every year. I also undertake to timely remit the EPF, ESI contribution of the persons deployed by me and also the applicable Taxes under the Central or State Acts promptly to the appropriate authority.

We are submitting this tender for our eligibility for the above assignment.

Our proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. [Date_____].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
 Authorised signatory:
 Name and title of Signatory:
 Name of Firm:
 Address:

Qualification Information

PARTICULARS OF THE TENDERER

Name of the Tenderer	
Whether Sole Trader / Partnership / Private Limited Co. or Public Limited Co.	
Residential Address	
Address of the Registered Office	

Address of the Branch / Office quoting against the Tender	
Names and addresses of the Proprietors / Partners / Directors	
Year of Establishment	
Registration No. & Date	
Registered under (give details under which Act the Company is registered)	
Annual Turnover in the last 2 years	
GST Registration No.	
Names of the Banker	

Note : For providing the above information, if required, separate sheet may be enclosed.

DATE _____ SIGNATURE _____

SEAL _____ NAME _____

DESIGNATION _____

ADDRESS _____

Email ID _____

FINANCIAL STATEMENT (DATA FOR PREVIOUS YEARS - IN INDIAN RUPEES)

(a) Information from Balance Sheet

Year	2019-20	2020-21	2021-22	2022-23
Total Assets				
Total Liabilities				
Net Worth				

Current Assets				
Current Liabilities				

(b) Information from Income Statement

Year	2019-20	2020-21	2021-22	2022-23
Total Revenue				
Profit before Tax				
Profit after tax				

Attached copies of financial statements (Balance sheets including schedules and income statements) for the last three years, as indicated above, complying with the following conditions :

All such documents reflect the financial situation of the bidder historical financial statements must be audited by a certified Chartered accountant. Historical financial statements must be completed, including all schedules to the financial statements

Note : Bidder must furnish details separately in this form

Signature of Bidder

TOTAL ANNUAL TURNOVER

(Bidder and / or each member of Joint Venture / consortium / group must fill in this form)

TOTAL ANNUAL TURNOVER FOR FOLLOWING FINANCIAL YEARS	
Year	Indian Rupee
2019-20	
2020-21	
2021-22	
2022-23	
Total	

Signature of Bidder

DRAFT LETTER OF APPOINTMENT

Letter No.

Dated:

From

To

Sir/Madam,

Sub:Appointment – Regarding.

The Tamilnadu Tourism Development Corporation Limited has awarded the contract of operation and maintenance of Hotel Tamilnadu at for a period of 6 years. We are pleased to offer you temporary employment as for the period of the franchise on the following terms and conditions:

- 1.
- 2.
3. and etc.

This arrangement will not ensure beyond the period of franchise 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,

EARNEST MONEY DEPOSIT REFUND FORM

FromTo

Sir,

Sub: Tender No. _____

For operation and maintenance Hotel at _____

I have tendered for the above and enclosed EMD. for Rs. _____

In case my tender is not considered, the EMD furnished by me may be refunded to me. I give below my advance receipt for the amount duly stamped.

Yours faithfully,

ADVANCE STAMPED RECEIPT

Received from _____ Rs. _____

towards refund of EMD furnished by me along with my tender for the operation and maintenance of Hotel at Salem Remitted in Challan _____
dated _____

Signature of the Tenderer

Recommendation of the Head of the Department

Signature and Designation.

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated (Date) for operation and maintenance of the (Name of the Hotel) (hereinafter called "the Bid")

KNOW ALL MEN by these presents that We (Name of Bank) of (Name of Country) having our registered office at (hereinafter called "the Bank") are bound unto (Name of Employer) (hereinafter called "the Employer") in the sum of for which payment well and truly to be made to the said TTDC the Bank binds himself, his successors and assigns by these presents.

SEALED with the common seal of the said Bank this day of the conditions of this obligation are :

- 1) If the bidder commits breach of any of the terms and conditions of the tender submitted by him.
- 2) This Guarantee will remain in force up to and including the date of 42 months after the commencement of operations. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE.....SIGNATURE OF THE BANK.....

SEAL OF THE BANK.....

SIGNATURE OF THE WITNESS.....

Name and address of the witness.....

TENDER NOTICE NO. 0275/FH/2023, Dated: 21.12.2023
TAMILNADU TOURISM DEVELOPMENT CORPORATION LTD., CHENNAI-2
HOTELS SECTION
B

BID DOCUMENT
FOR OPERATION AND MAINTENANCE OF TTDC HOTEL AT
(1) SATTUR (2) VIRUDHUNAGAR (3) VAIGAI DAM AND (4) RAMESWARAM-ii
FOR SIX YEARS

FINANCIAL BID
Address of the Tender Inviting Authority:
CHAIR PERSON / MANAGING DIRECTOR
TAMILNADU TOURISM DEVELOPMENT CORPN. LTD.,
No.2, WALLAJAH SALAI, CHENNAI- 600 002
(THIS TENDER DOCUMENT IS NOT TRANSFERABLE)

PRICE BID

SCHEDULE

NAME OF THE HOTEL : _____

Franchise fee for first year (In figures) Rs..... (Excluding GST)

In words (Rupees _____ Only)

The period of Franchise will be for 6 (Six) years.

The franchise fee accepted by the franchisor initially will carry 5 % annual escalation on compounded basis as detailed below :-

1st year Franchise fee - As per the awarded amount.

2nd year Franchise fee - 1st year fee + 5 %,

3rd year Franchise fee - 2nd year fee + 5 %

4th year Franchise fee - 3rd year fee + 5 %

5th year Franchise fee - 4th year fee + 5 %

6th year Franchise fee - 5th year fee + 5 %

The bidder should inspect the existing hotel premises and acquaint himself before bidding for the property.

DECLARATION OF TENDERER

I certify that I have gone through the tender terms and conditions and I have understood the terms and conditions. I have also inspected the hotel premises proposed

for franchise.

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

SIGNATURE OF TENDERER

- Note : 1. The Upset price fixed at Rs.6,00,000/- (Sattur), Rs.9,50,000/- (Virudhunagar), Rs.8,00,000/- (Vaigai Dam) and Rs.7,50,000/- (Rameswaram-II) + GST @ 18% (existing rate). Tenders have to quote more than the minimum upset price in multiples of Rs.20,000/-
2. The Financial bid shall be evaluated on the maximum rent offered to TTDC by the Tenderer.

AGREEMENT

This agreement is entered into at Chennai on the _____ day of _____ between Tamil Nadu Tourism Development Corporation Limited, a Company incorporated under the Companies Act 1956 (Central Act 1 of 1956) having its Registered office at Tamil Nadu Tourism Complex, No.2, Wallajah Road, Chennai -2 represented by its **General Manager**, herein after known as "FRANCHISOR" (which expression wherever applicable shall mean and include its representatives, successors, inheritors, assigns and administrators of the one part)

AND

Thiru _____, S/o _____ residing at _____ hereinafter known as "FRANCHISEE" (which expression wherever applicable shall mean and include of its representatives, successors, inheritors, assigns and administrators of the other part).

Whereas the Franchisor decided to lease out some of the Hotel Units on Franchise basis and the proposal was approved by the Government of Tamil Nadu vide G.O. Ms.No.101, Information and Tourism (T1) Department, dated 3.6.1998, G.O. Ms.No.221, Information and Tourism (T2) Department, dated 04.10.2000, G.O. Ms.No.88, Information and Tourism (T2) Department, dated 12.06.2002 and G.O.Ms.No.76, Tourism, Culture & Religious Endowments (T2) Department, dated 24.02.2016.

AND WHEREAS the Franchisor has called for Open Tenders through News Papers / Website advertisement to let out Hotel Tamil Nadu , _____ on franchise basis.

AND WHEREAS Thiru/Tmt/M/s. _____successful tenderer offered Franchise Fee of Rs. _____/- (Rupees _____Only)
(Excluding GST) per annum with 5% annual escalation for six years .

AND WHEREAS THE Franchisor accepted the offer of the said amount and agreed to let on franchise basis the Hotel Unit with other properties more fully described in the Schedule annexed to the Agreement to the Franchisee for 6 years from _____.

AND WHEREAS both the parties agree to reduce the agreement to writing with following terms and conditions.

NOW THE PARTIES HAVE MUTUALLY AGREED UPON THE FOLLOWING

TERMS AND CONDITIONS

1. The Unit will be handed over to franchisee on 'AS IS WHERE IS CONDITION'. Any improvements need to be done only by the franchisee at his own cost. The word 'AS IS WHERE IS CONDITION" means that the "land and building" available as on date of the tender only. No improvements /

modifications / Additions / Alterations will be carried out in the land or buildings after the tender notices are published. Arresting leakages, erection of compound wall, laying approach road, eviction of encroachments, if any, will be the responsibility of the franchisee only and done with the prior permission of Tamilnadu Tourism Development Corporation Ltd.,

2. The Hotel Unit shall be run in the name of 'FRANCHISEE' but the fact that the property belongs to Tamilnadu Tourism Development Corporation Ltd., to be indicated in the name board of Hotel without fail.

- (a) The franchisee shall utilize the property only for the purpose of running of Hotel and not for any other purpose.
- (b) The food shall be prepared and served in hygienic manner by the franchisee and should be of high quality. Any deviation or violation will be viewed seriously. Only qualified and trained person shall be employed. The franchisee shall also take steps to provide safe protected drinking water.

3. The franchisee shall produce documentary proof of their Aadhaar Card or Voter identification card.

4. No additions, alterations, modifications to the existing building or in vacant land allotted to him shall be made by franchisee in any manner without the written consent of the Franchiser and the Franchisee shall maintain the building in good condition. However, Franchisee may be permitted for construction of additional space/facility provided he submits proper plan along with drawings for prior approval of TTDC. Additional rent will be worked out as per G.O.Ms.No.76, Tourism, Culture & Religious Endowments (T2) Department, dated 24.02.2016.

5. The franchise fee fixed by the franchisor initially will carry an annual escalation of 5% on compounded basis as detailed below :
For Franchise of 6 Years:

1st year Franchise fee - As per the awarded amount.

2nd year Franchise fee - 1st year fee + 5 %

3rd year franchise fee - 2nd year fee + 5 %.

4th year franchise fee - 3rd year fee + 5 %

5th year franchise fee - 4th year fee + 5 %

6th year franchise fee - 5th year fee + 5 %

6. The franchisee shall remit the franchise fee along with 18% GST 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 franchisee fails to remit the fee and GST within the due date, the Tamilnadu Tourism Development Corporation Ltd., has the right to cancel the acceptance without any intimation to the franchisee and the Earnest Money Deposit will be forfeited.
7. The franchisee shall take over the franchised unit within one month time from the date of receipt of allotment orders, failing which the franchisor shall have the right to cancel the allotment order and forfeit the Earnest Money Deposit.
8. The franchisee shall renew the license of franchise every year by paying the franchise fee along with applicable GST three months in advance, failing which the 14% penal interest will be levied on the delayed payment and GST @ 18% on penal interest amount will also be levied.
9. The franchise is for a period of 6 years. The franchise fee and GST for the 2nd and subsequent year shall be remitted three months earlier than the date of second and subsequent years of franchise and get the franchise license renewed. If the franchisee fails to remit the 2nd and the subsequent year fee and GST before 3 months, the franchisor is at liberty to invoke the Bank guarantee at any time before the end of the franchise year.
10. If the franchisee fails to pay the franchise fee and applicable GST of 2nd and the

subsequent years within the stipulated period, 14% penal interest will be levied and GST @ 18% on penal interest amount will also be levied and if the franchisee fails to remit the fee, GST, Penal interest and GST on Penal interest amount even after 3 months from the due date, action shall be taken to take over the unit from the franchisee.

11. In case of default in payment of Franchise amount and if the franchisee failed to remit the fee and applicable GST of 2nd and the subsequent years within the stipulated period even after 3 months from the due date and the franchiser shall re-enter the premises and resume possession of the property from the defaulting franchisee and the contract all be terminated forthwith.
12. If there is any necessity for repairs, alterations, additions in the franchised unit by the franchisee at the time of taking over the unit, leave period will be given after handing over the unit to the franchisee based on his written request subject to a maximum of four months from the date of taking over or the date or commencement of commercial operation by the franchisee whichever is earlier.
13. The franchisee shall operate the unit on continuous basis throughout the franchise period. If the franchisee fails to run the unit for a period of three months continuously the franchisor shall issue a notice to the franchisee and if the franchisee fails to operate the unit even after one month on receipt of the notice the franchisor shall re-enter premises and resume the possession and the operation of the unit without further notice.
14. The Bank Guarantee equivalent to 1st year Franchise fee shall be furnished by the franchisee and shall be valid for 7 years should be furnished within a month of receiving orders.
15. 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 protest, as the present agreement is entered into on the specific understanding that Tamilnadu Tourism Development Corporation LTD., 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.

16. In case of not furnishing Bank Guarantee, the franchisor shall re-enter the premises and resume possessions and operation of the unit

17. The franchisee shall maintain the building and movable properties like furniture, electrical installations, vehicle, etc. in good condition and shall compensate the franchisor for any damages to such properties with replacement value. The following maintenance work shall be undertaken by the franchisee :

- White washing - Once in six months
- Cement Paint - Once in 1 ½ years
- Enamel Paint - Once in three year.

(a) All rates, taxes as applicable on the franchise 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 Government) shall be borne by the franchisee.

(b) The franchisee should submit documentary proof for remittance of Sales Tax, luxury

Taxes, Property Taxes, Electricity charges and all other statutory levies to the Franchisor for every year of franchise on or before 15th July of the succeeding year.

18. Bar licenses to be obtained from the Commissioner of Prohibition and Excise by the franchisee at his own expenses and responsibility.

19. The franchisee shall obtain License under Prevention of Food and Adulteration Act, 1954 (Central Act 37 of 1954) from the Local Health Authority.

20. All employees except the regular staff of Tamilnadu Tourism Development Corporation may be absorbed by the franchisee and the franchisor will not be liable for any claim in respect of such employees.

21. After the expiration of franchise period, the franchisee shall surrender possession of all movable and immovable properties franchised in good condition including superstructure now exists and also to be constructed by the franchisee with due consent of the Franchisor.
22. The franchisee shall not claim any title to the superstructure already put up and to be put up by him / her or claim any compensation at the time of surrendering possession after the expiration of the franchise.
23. All sanctions, permissions, no objections, letters of indent, consent, licenses, clearance, approvals etc. shall be obtained by the franchisee at his cost and such document shall be kept effective and in force at all material times.
24. The building, furniture and other properties franchised shall be insured against fire, rioting and other possible losses and the insurance policy be taken in the joint names of the franchisor and the franchisee and the insurance premium be borne by the franchisee.
25. The Franchisor shall have the right to inspect the premises and also the books of accounts, etc. at any time, **after due notice by TTDC.**
26. The Franchisee shall not engage any person without issuing letter of appointment as per the draft enclosed to this agreement.
27. The Franchisee shall submit verified statements, reports, accounts, documents and any other particulars as required by the Franchisor from time to time.
28. The franchisee shall not encumber the franchised properties by way of pledge, hypothecation, mortgage, charge, lien, lease, leave and license or in any other manner.
29. The franchisee has to confine his activities only within the specified area handed over to him.
30. The Franchisee shall not permit his clients to use the open space available within the premises which has not been allotted to him.

31. No political meeting or banner shall be allowed within the premises which has been allotted to him.
32. No unlawful activities like betting, gambling, etc. shall be allowed inside the Campus.
33. Anti- Government activities shall not be allowed inside the premises
34. In case, the franchisee commits breach of any of the terms and conditions and stipulation herein contained on the part of the franchisee to be observed and performed, then in such cases the franchisor shall be at liberty to give a notice in writing to the franchisee to set right or rectify the breach or omission of any of the terms, conditions and stipulation of this agreement and in case of non-compliance on the part of franchisee within 30 days of the receipt of such notice, this agreement at the option of the franchisor may be terminated and upon such termination this agreement shall become null and void and all the rights of the franchisee herein shall immediately cease and determine. The agreement may also be terminated for any criminal acts on the part of the franchisee which need not be referred to arbitration.
35. The franchisee shall cover his establishment under Employees Provident Funds and Miscellaneous Provision Act, 1952 (Central Act 19 of 1952) the Employees State Insurance Act, 1948 (Central Act 34 of 1948) and all other Industrial Legislations without fail.
36. The franchisee shall extend a special discount of 25% on the normal room tariff and 10% on the food tariff or other rates prescribed by franchisor from time to time and are applicable for its Hotel to the Package Tourists accommodated in the Hotel. The franchisor shall have the right to re-enter the premises and terminate the franchise agreement, in case of default or any type of malpractice noticed on the part of the franchisee.
37. In the event of franchise being cancelled by direction issued by the Pollution Control Board's directives, the franchisor will not be liable for refund of franchise fee.

38. The franchisee should take possession of all the movable articles belonging to him at the time of handing over the unit to the franchisor failing which the properties will be disposed off by Tamilnadu Tourism Development Corporation as deemed fit without notice to the franchisee.
39. The franchisor shall not be vicariously liable for any act of the franchisee and the franchisee shall alone be liable for violation of any law and the franchisee agrees to indemnify the franchisor from all claims.
40. All costs, charges, including stamp duty and registration charges, etc. shall be borne by the franchisee.
41. On the expiry of the franchise, the franchisee shall handover all articles which were entrusted in good conditions as per schedule annexed.
42. Tamilnadu Tourism Development Corporation Ltd., shall reserve the right to renew or otherwise the franchise after expiry of 6 years.
43. **Arbitration** : The Managing Director and the franchisee shall make every effort to resolve amicably by direct negotiation any disagreement or dispute or misunderstanding arising between them in connection with this agreement. If any dispute shall arise between Managing Director and the franchisee on aspects not covered by this tender document or operation thereof, or the rights, duties or liabilities under these except as to any matters, the decision of which is specially provided for by the general or the special conditions, such disputes shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the terms of reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire, as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provisions of the Indian Arbitration Act or its later modifications and the rules there under any statutory modification or re-enactment thereof. The Arbitration proceedings shall be held in Chennai.
44. All other terms and conditions of the tender not specified above shall form part of this agreement.

In WITNESS WHEREOF the parties hereby have set their hand and seal this
_____ day of _____ in presence of

1. FIRST WITNESS

2. SECOND WITNESS FRANCHISOR

1. FIRST WITNESS

2. SECOND WITNESS FRANCHISEE

TAMILNADU TOURISM DEVELOPMENT CORPORATION LIMITED, CHENNAI-2

1	Tender Inviting Officer Authority, Name, Designation and address	TMT.KAKARLA USHA, I.A.S., Chair Person / Managing Director Tamil Nadu Tourism Development Corporation Ltd., Chennai-2	
2	(A) Name of the work	<u>Franchising for operation and maintenance of TTDC hotel at (1) Sattur (2) Virudhunagar (3) Vaigai Dam and (4) Rameswaram-II for 6 years</u>	
	(B) Place of execution	Virudhunagar, Madurai and Ramanathapuram	
3	Tender documents available place, cost and due date for obtaining tender	Tamilnadu Tourism Development Corporation Ltd., No.2, Wallajah Road, 2 nd floor, Hotel Division, Chennai-2 From the date of advertisement to 23.12.2023 upto 5.00 PM – Cost : Rs.1000/- + GST @ 18%	
4	Earnest Money Deposit Amount	(1) Sattur	Rs. 6,000/-
		(2) Virudhunagar	Rs. 9,500/-
		(3) Vaigai Dam	Rs. 8,000/-
		(4) Rameswaram-II	Rs. 7,500/-
5	Due date, Time and place for submission of tender	24.01.2024 Upto 11.00 A.M. Tamilnadu Tourism Development Corporation Ltd., No.2, Wallajah Road, 2 nd floor, Hotel Division, Chennai-2	
6	Place, Date & Time of tender opening	24.01.2024 at 12.00 Noon Tamilnadu Tourism Development Corporation Ltd., No.2, Wallajah Road, 2 nd floor, Hotel Division, Chennai-2	
7	Any other important criteria prescribed by the Tender inviting authority	Should have some experience in the field as narrated in Table 1 Col.No.4	

Place : Chennai

Date : 21.12.2023

தமிழ்நாடு சுற்றுலா வளர்ச்சிக் கழகம், சென்னை-2

1	ஒப்பந்தப்புள்ளி கோரும் அலுவலர் பெயர், பதவி மற்றும் முகவரி	திருமதி காகர்லா உஷா. இ.ஆ.ப., தலைவர் மற்றும் நிர்வாக இயக்குநர், தமிழ்நாடு சுற்றுலா வளர்ச்சிக் கழகம், சென்னை-2
2	(அ) திட்டத்தின் பெயர் கொள்முதல் செய்யப்படும் பணிகள் சம்பந்தமான விவரம்	தமிழ்நாடு சுற்றுலா வளர்ச்சிக் கழகத்திற்கு சொந்தமான ஓட்டல்கள் (1)சாத்தூர் (2) விருதுநகர் (2)(3) வைகை அணைக்கட்டு மற்றும் (4) இராமேஸ்வரம்2
	(ஆ) பணி நடைபெறும் மாவட்டத்தின் பெயர்	விருதுநகர், மதுரை மற்றும் இராமநாதபுரம்
3	எந்த இடத்தில் எந்த தேதிவரை, என்ன விலைக்கு ஒப்பந்தப்புள்ளி சம்பந்தமாக படிவம் கிடைக்கும் என்ற விவரம்	தமிழ்நாடு சுற்றுலா வளர்ச்சிக் கழகம், எண்.2, வாலாஜா சாலை (2ஆம் தளம்) சென்னை-2 விளம்பரத் தேதி முதல் 23.12.2023 மாலை 5.00 மணி வரை-விலை ரூ.1000 + 18% சரக்கு மற்றும் சேவை வரி
4	செலுத்தப்பட வேண்டிய முன்வைப்புத் தொகை விவரம்	(1) சாத்தூர் 6,000/- (2) விருதுநகர் 9,500/- (3) வைகை அணைக்கட்டு 8,000/- (4)இராமேஸ்வரம் 7,500/-

5	நிறைவு செய்யப்பட்ட ஒப்பந்தப்புள்ளி பெறப்படுவதற்கான கடைசி நாளும் நேரமும் மற்றும் இடமும்	நாள் 24..01.2024 - காலை 11.00 மணி வரை இடம் ஒட்டல் பிரிவு (2ஆம் தளம்) தமிழ்நாடு சுற்றுலா வளர்ச்சிக் கழகம், எண்.2, வாலாஜா சாலை சென்னை-2
6	பெறப்பட்ட ஒப்பந்தப்புள்ளிகள் திறக்கப்படும் நாள் மற்றும் நேரம்	நாள் 24.012024 - நண்பகல் 1 2.00 மணி இடம் ஒட்டல் பிரிவு (2ஆம் தளம்) தமிழ்நாடு சுற்றுலா வளர்ச்சிக் கழகம், எண்.2, வாலாஜா சாலை சென்னை-2
7	ஒப்பந்தப்புள்ளி அலுவலர் பொருத்தமானது என தீர்மானிக்கும் முக்கியமான தகவல்	அட்டவணை எண்.1 பத்தி (4) இல் உள்ள இனங்கள் நடத்துவதில் குறைந்த பட்ச முன் அனுபவம் பெற்றிருத்தல் வேண்டும்

இடம் : சென்னை-2

நாள் : 21.12.2023

Area and Room details of the Hotels

1	Hotel Tamilnadu, Sattur	
	Extent of land : Total Area : 13.10 Acre Plinth Area : 1226.41 Sq.m Built up Area : 1226.41 Sq.m Vacant Area : 51800 Sq.m Survey No. : T.S. No.194/1 to 195/2 Year of Construction : 1995	Double Rooms : 6 Nos.
2	Hotel Tamilnadu, Virudhunagar	
	Extent of land : Total Area : 1.98 Acre Plinth Area : 337.61Sq.m Built up Area : 337.61Sq.m Vacant Area : 7689 Sq.m Survey No. : Kooraikundu Village – 47/2/B/1, 47/2B/2, 47/3C0-0.58.5 & Kottaipatti Village – 542B/2, 542B/3 Year of Construction : 1998	Double Rooms : 10 Nos. Restaurant
3	Hotel Tamilnadu, Vaigai Dam	
	Total Area : 1 Acre (43,560 Sq,ft) bounded by compound walls (Survey No. : 2274/1)	Double Rooms : 6 Nos
4	Hotel Tamilnadu, Rameswaram-II	
	Extent of Land: 0.30 Acres Building area : 666.14 M2	Rooms : 8 Nos. Restaurant

