



**Document No.....**

**TENDER DOCUMENT**  
**FRANCHISE OF OPEN SPACE AT BEACH RESORT COMPLEX,**  
**MAMALLAPURAM TO ESTABLISH, OPERATE AND MAINTAIN**  
**ADVENTURE SPORTS**

**TAMILNADU TOURISM DEVELOPMENT CORPORATION LIMITED,**  
**TAMILNADU TOURISM COMPLEX,**  
No.2, Wallajah Road, Chennai-600 002  
Telephone(s) : 25367850 to 54 – Fax No.(044)25381567/25382772  
E.Mail: [ttdc@vsnl.com](mailto:ttdc@vsnl.com) – Web. <http://www.tamilnadutourism.org>

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

Tamilnadu Tourism Complex, No.2, Wallajah Road, Chennai – 600 002.  
Telephone No.25367850 to 25367854 Fax No: (044-25382772/25381567)  
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**NOTICE INVITING TENDERS No.3172/FH/2010 Date: 06.07.2010**  
**FRANCHISE ON REVENUE SHARE BASIS**

**OPEN SPACE AT BEACH RESORT COMPLEX, MAMALLAPURAM TO ESTABLISH,**  
**OPERATE AND MAINTAIN ADVENTURE SPORTS.**

For and on behalf of Tamilnadu Tourism Development Corporation Ltd., sealed Tenders are invited in the prescribed original Tender documents from reputed Adventure Sports operators to establish, operate and maintain of Adventure Sports on revenue sharing basis.

Sl. No.	Name of the items to be franchised	District	EMD Amount	Period of Franchise.
1	Open space to establish operate and maintain Adventure Sports at Beach Resort Complex, Mamallapuram.	Chennai	1,00,000 /-	10 Year

- COST OF TENDER DOCUMENT : Rs.1000/- + 4% VAT \*By Post Rs.100/- Extra  
OR  
Tender Document at Free of cost : If downloaded through Website  
<http://www.tamilnadutourism.org>.  
or <http://tenders.tn.govt.in>
1. Sale of Tender Documents : From date of Advertisement to 29.07.2010.  
on all working days  
(Monday to Friday between 10 A.M  
to 5 P.M)
2. Date and time for submission of  
Technical bid and price bid : 30.07.2010 upto 3.00 PM

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3. Date and place of Opening of Technical Bid : 30.07.2010 upto 3.30 PM  
Registered office, TTDC Ltd.,  
Tamilnadu Tourism Complex,  
2<sup>nd</sup> Floor, Near Kalaivanar Arangam,  
No.2 Wallajah Road, Chennai – 600 002.

Tender Documents will be issued on written requisition against receipt of cash or Demand Draft drawn in favour of “Tamilnadu Tourism Development Corporation Limited” (Payable at Chennai). Document Cost is not refundable. It can also be downloaded free of cost from the website <http://www.tamilnadutourism.org> Any postal delay or loss in transit will not bind TTDC Ltd. The Tender submitted beyond the date and time fixed shall be summarily rejected. In the event of last date for submission/ opening of Tender falls on a holiday, the acceptance/opening of the Tender will be on the next working day at the same time and venue.

The Managing Director, TTDC Ltd., reserves the right either to accept or reject any or all the Tender and postpone the due date without assigning any reason therefor.

All other details shall be obtained from the Hotel Section, TTDC Ltd., at Registered office as mentioned above. You may also visit TTDC’s website <http://www.tamilnadutourism.org> and also <http://Tenders.tn.gov.in> for downloading the documents at free of cost.

MANAGING DIRECTOR.

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**TAMILNADU TOURISM DEVELOPMENT CORPORATION LIMITED**

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

**Name of work : Franchise of Open space at Beach Resort Complex, Mamallapuram to establish, operate and maintain Adventure Sports .**

**INSTRUCTIONS AND CONDITIONS TO QUOTATIONERS**

1. Sealed Tenders are invited from the leading reputed amusement –operators with proven track record for operation of amusement up to **3.00 PM on 30.07.2010**.
2. Tenders should be in the prescribed original form obtained from the above address and it should be sent in two separate sealed cover super-scribed as “**TECHNICAL BID for Franchise of Open space at Beach Resort Complex, Mamallapuram to establish, operate and maintain Adventure Sports**” and “**PRICE BID for franchise of Open space at Beach Resort Complex, Mamallapuram to establish, operate and maintain Adventure Sports**” to the Managing Director, Tamilnadu Tourism Development Corporation Limited, Chennai-2 by designation. Sealed Tenders can be submitted or sent by post at the following address:

**Managing Director,  
Tamilnadu Tourism Development Corporation Limited,  
Hotels Division,  
Tamilnadu Tourism Complex, 2<sup>nd</sup> Floor,  
Near Kalaivanar Arangam,  
No.2, Wallajah Road, Chennai-600 002**

The Tenders not in the prescribed original form will be summarily rejected.

3. The Technical Bid must be accompanied by an **Earnest Money Deposit of Rs. 1,00,000 /- (Rupees One Lakh Only )** payable by Crossed Demand Draft on any one of the Scheduled Banks having its office at Chennai. The Demand Draft should be drawn in favour of “Tamilnadu Tourism Development Corporation Limited”. No other form of Earnest Money Deposit will be accepted.
4. The Eligibility Criteria of the Tenderer is at **Annexure I**. Tenders received without Earnest Money Deposit along with Technical Bid will not be accepted and the same will be summarily rejected.
5. The successful bidder shall be intimated on his selection for the award of contract.
6. The Tenderer (Authorised signatory of the Company) should sign at the bottom space of all the pages of Tender document.

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7. The Technical Bids will be opened at TAMILNADU TOURISM DEVELOPMENT CORPORATION Ltd., Conference Hall, III Floor, Tamil Nadu Tourism Complex, No.2, Wallajah Road, Chennai-2 on **30. 07. 2010 at 3.30 P.M.** The qualified Tenderer's Price Bid will be opened on a date and time which will be intimated to the technically qualified Tenderer. Both the Bids will be opened in the presence of Tenderer or their authorized representative who choose to be present at that time.
8. Earnest Money Deposit of the successful bidder shall be forfeited in the event of withdrawal of his bid, before the bid validity period or in the event of the failure of successful bidder to furnish the bid security or to execute the agreement within the specified period. In addition to the forfeiture of Earnest Money Deposit, steps will be taken to blacklist the defaulter.
9. The Earnest Money Deposit of unsuccessful Tenderers will be refunded after a decision taken on the Tender.
10. The amount deposited as Earnest Money Deposit as required in Clause 3 above will not carry any interest.
11. Successful Tenderer will be intimated about the acceptance. Hence no enquiry in this regard need be made.
12. All columns in the Tender schedule shall be duly, properly and exhaustively filled in ink. The rate shall be entered in words also underneath the figures. No alteration in the description of the schedule shall be permitted. All corrections should be authenticated under the full signature of the Tenderer. In case of variations in the rate quoted in words and in figures, the rate quoted in words only will be taken into consideration.
13. The Tender shall be valid for 90 days from the date of opening of Price Bid.
14. The two sealed cover containing the Technical Bid and Price bid separately should be submitted in one sealed cover along with a covering letter.
15. In exceptional circumstances, the TTDC may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by E-mail or fax). The bid security provided shall be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request is not required or permitted to modify his bid.

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16. Bids must be received by the TTDC at the address specified not later than the time and date specified in the Invitation of Bids. In the event of the specified date for the submission of bids being declared a holiday for the TTDC, the bids will be received up to the appointed time on the next working day.
17. The TTDC may, at its discretion, extend the deadline for submission of bids by amending the bid documents. In which case all rights and obligations of the TTDC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
18. During evaluation of bids, the TTDC may, at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing.
19. The TTDC will scrutinize the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Representatives, without proper authorization from the Tenderer shall be treated as non-responsive.
20. No bidder shall contact the TTDC on any matter relating to its bid, from the time of bid opening till the contract is awarded.
21. Any effort by a bidder to influence the TTDC in the TTDC's bid evaluation, bid comparison or contract award decisions may result in rejection of the bidders bid.
22. The notification of award will constitute the formation of the contract.
23. The Tenders submitted beyond the date and time fixed shall be summarily rejected.
24. The papers of the Technical bids should be numbered serially by the Tenderer himself in ink.
25. Any postal delay or loss in transit will not bind TTDC Ltd.
26. The Managing Director, Tamilnadu Tourism Development Corporation Ltd., reserves the right either to accept or reject any or all the Tenders at any time prior to award of contract.

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27. Evaluation of Tenders would be in accordance with the provisions of Tamil Nadu Transparency act.
28. Tenderer should furnish attested Photo copy of Ration Card or Voter Card for address proof.
29. Disputes if any arises, the Arbitrator will be appointed by mutual consent of both the parties and the arbitration proceedings will be as per Arbitration Act. The Jurisdiction will be at Chennai.

SIGNATURE OF TENDERER  
DATE:

MANAGING DIRECTOR.

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**Franchise of open space at Beach Resort Complex, Mamallapuram to establish, operate and maintain Adventure Sports.**

**GENERAL TERMS & CONDITIONS**

1. The open space measuring 15 acres . at Beach Resort Complex, Mamallapuram 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 "15 acres vacant land available as on date of the Tender n only. No improvements/ modifications/ Additions/ Alterations will be carried out in the land after the tender notice are published. Arresting leakages, putting up compound wall, laying approach road, if required will be the responsibility of the Franchisee only.
2. The Adventure Sports operations shall be run in the name of 'FRANCHISEE' but the fact that the property belongs to TTDC to be indicated in the Name Board.
  - 2(a) The franchisee should utilize the property only for the purpose of establishment and operation of Adventure Sports and not for any other purpose.
  - 2(b) The franchisee should also take steps to provide clean and neat Toilet facility to the user of Adventure Sports .
3. The franchisee should produce documentary proof of their residence like ration card or Voter identification card in the case of proprietary concern.
4. The Franchisee shall install Adventure Sports equipments of good quality conforming to international standards, only adventure sports of recent purchase should be installed. The franchisee should furnish quality certificate from competent authority for these equipments.
5. The Franchisor shall pay the revenue share of franchisee on fortnightly basis. The franchisee shall fix the tariff for the Adventure Sports in consultation with TTDC

6. The Franchisee should furnish Bank Guarantee for Rs. 4.00 Lakhs for 7 years and they shall renew the Bank Guarantee at the end of 6<sup>th</sup> year for 4 years.
7. The franchise is solely responsible for any mishap, injury, accident caused to public while utilising the Adventure Sports rides. The franchisor shall not be responsible for such incidents.
8. The franchisee shall take insurance coverage under public liability clause for the users during the period of operation.
9. The franchisee shall maintain the equipments in proper condition and should furnish a schedule of preventive maintenance for lease equipments.
10. The franchisee should take over the open space and install all Adventure Sports franchised unit within three months time from the date of receipt of allotment orders, failing which the franchisor shall have the right to cancel the allotment order and forfeit earnest money deposit.
11. The franchise is for a period of 10 years only.
12. The Franchisee should operate the Adventure Sports on continuous basis throughout the franchise period. If the franchisee fails to operate the Adventure Sports 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 without further notice.
13. The EMD Amount shall be retained as a caution deposit and will be refunded after expiry of franchise period only.
14. The following maintenance work to be undertaken by the Franchisee:
  - Toilet block to be constructed at their own cost and should always maintain neat and clean.
  - Enamel Paint - Once in a year for Adventure Sports
  - Service to be done - Condition of Machineries should be checked every day before operation and ensure fitness to operate.
  - Garbage to be disposed - Should be cleared end of every day. Allotted place should be kept neat and tidy.

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15. (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 Govt.) shall be borne by the Franchisee.
- (b) The Franchisee should submit Documentary proof for remittance of sales tax , Luxury taxes, Property taxes, EB Charges and all other statutory levies to the franchiser for every year of franchise on or before 15<sup>th</sup> July of the succeeding year.
16. After the expiration of Franchise period, the Franchisee shall surrender possession of all immovable properties franchised, including superstructure if any constructed by the Franchisee with due consent of the Franchiser.
17. The Franchisee shall not claim any title to the superstructure already put up and to be put up by him or claim any compensation at the time of surrendering possession after the expiration of the Franchise.
18. All sanctions, permissions no objections, letters of intent, 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.
19. Poor spare parts should be replaced immediately and safety certificate with validity should be obtained from the authorised State Govt. Safety Officer and produced before operation.
20. The building (toilet block, etc), furniture and other properties franchised and amusements 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. Franchisee should pay the compensation to the rider or their relatives if any accident happens at their own cost if they claimed.
21. The Franchisor shall have the right to inspect the premises and also the books of accounts, etc. at any time.
22. 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.

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23. The franchisee has to confine his activities only within the specified area handed over to him.
24. The franchisee shall not permit his clients to use the open space available within the premises, which has not been allotted to him.
25. No political meeting/banner shall be allowed within the premises, which has been allotted to him.
26. No unlawful activities like betting, gambling, etc. shall be allowed inside the campus.
27. Anti Government activities shall not be allowed inside the premises/ place allotted to him.
28. 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 franchiser shall be at liberty to give a notice in writing (by RPAD) 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. The agreement may also be terminated for any criminal acts on the part of the franchisee which need not be referred to arbitration.
29. The Franchisee should cover his establishment under EPF and Miscellaneous Provision Act , ESI Act and all other industrial legislations without fail. They should also produce EPF, ESI and other statutory licenses for verification.
30. The Franchisor shall have the right to take over the operation and terminate the franchise agreement, in case of default or any type of malpractice noticed on the part of the Franchisee.
31. In the event of franchise being cancelled by direction issued by the Pollution Control Board's Directives the franchisor will not be responsible.
32. 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 TTDC as deemed fit without further notice to franchisee.

33. The Franchisor will 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.
34. All costs, charges, including stamp duty and registration charges, etc. shall be borne by the franchisee.
35. On the expiry of the Franchise, the Franchisee shall handover all articles which were entrusted in good conditions as per schedule annexed.
36. TTDC shall reserve the right to renew or otherwise the franchise after expiry of 10 years.
37. A display board should be kept in main place and sale point for showing the items which are allotted to them as mentioned in the franchise order. TTDC name along with franchise name, franchise order No. and Date period of franchise should also highlighted in the board. (Display Board should be got approved by TTDC).
38. No operation should be undertaken except the allotted items. Each adventure sports to be operated should be got approval from the franchisor.
39. The franchise should close their operations within the stipulated time schedule (i.e. 9.00 hrs to 19.00 hrs).
40. The franchisee shall not sublease the license to operate the Adventure Sports.
41. In case of any dispute, it will be referred to an arbitrator appointed with mutual consent of both parties and the proceedings will be governed by Arbitration Act. The Jurisdiction will be Chennai.
42. The franchisee should arrange all Adventure Sports at their own cost.
43. The franchise should arrange electricity, water and maintenance and other facility in respect of Adventure Sports at their own cost..
44. The franchisee shall erect of semi-permanent structures for accommodating their staff at their own cost.

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45. The franchiser shall provide 50% concession for franchise's staff at catering service extended at Beach Resort Complex, Mamallapuram.
46. The franchiser shall give 10 % commission on all the bookings made by them for Beach Resort Complex, Mamallapuram.

SIGNATURE OF THE TENDERER

MANAGING DIRECTOR

DATE:

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**ANNEXURE I**

**TECHNICAL BID**

1. The Quotationer should have a experience of 1 year (documentary proof to be enclosed) in the field of adventure sports operations.

(or)

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

2. The Tenderer should submit the Audited Annual Accounts of his firm / company for the past one year. In the case of proprietary concern should submit photocopy of I.T returns for the previous year in addition to certifiedd accounts.
3. Should furnish VAT Registration Certificate.
4. Tenderer being an individual should furnish attested Photo copy of Ration Card or Voter Identity Card for address.
5. Each and every page of schedule should be signed by the Tenderer and submitted along with the Technical Bid only.
6. EMD should be remitted along with technical bid only failing which the bid will be rejected summarily.
7. The Tenderers should produce documentary evidence for their adventure sports ownership along with fitness certificate and list of adventure sports to be installed.

SIGNATURE OF TENDERER  
DATE:

MANAGING DIRECTOR.

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**PRICE BID****SCHEDULE****Revenue Share Offer for**

FOR THE ESTABLISHMENT, OPERATION AND MAINTENANCE OF ADVENTURE  
SPORTS AT BEACH RESORT COMPLEX, MAMALLAPURAM.

Sl. No.	Name of the Item	Tariff proposed		Revenue Share	
		Adult Rs.	Child Rs.	TTDC (Minimum 30 % )	Franchise
1					
2					
3					
4					
5					

1. The Franchise will be for 10 years.
2. The bidder is requested to inspect the existing vacant land and ensure feasibility and acquaint himself before bidding for the operations.

I certify that I have gone through the conditions and instructions and

I have understood the terms and conditions.

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

SIGNATURE OF TENDERER.