

NIT

**HOTEL BRAHMAPUTRA ASHOK
Guwahati****Notice Inviting Tender****LICENSING OUT OF SPACE FOR SHOP/OFFICE SPACE.
on as is where basis**

NIT No: HBA/2009-10/Lice-100/ (2)

dtd 01/08/09

Sealed tenders are invited under two bid system (Technical & Financial Bids) from reputed and financially sound parties for licensing of space for operating shops/office at Hotel Brahmaputra Ashok, Guwahati for on “as is where basis is”.

Tender documents can be purchased from the office of the Chief Accounts Officer during office hours on cash payment of Rs5000/-(non refundable) till 1400 hrs of 1st September-2009 Last date of submission of Tender Document is 1st September-2009 up to 1500 Hrs). Bids shall be opened on the same day at 15-30 hrs. Complete tender with EMD must be dropped in Tender Box kept at Security Control Room.

The management of Hotel Brahmaputra Ashok reserves the right to amend/withdraw any of the terms and conditions of the tender document or to eject any or all tenders without any notice or without assigning any reason thereof. The decision of the Management in this regard will be final.

Interested parties may visit to inspect the site during office hours.

The tender documents are also available at www.hotelbrahmaputraashok.com, www.theashokgroup.com and www.tenders.govt.in.

SL. NO.	SUBJECT	PAGE NO.
I.	Tender forwarding (Annexure-I)	3 – 4
II.	Application format for tender (Annexure-II)	5 – 6
III.	Particulars of the tenderer	6-7
IV.	Important informations and instructions for tenderers (Annexure-III)	8 – 11
V.	Draft License Deed (Annexure-IV)	12 – 23
VI.	Financial Bid to be submitted by the tenderers (Annexure-V)	24
VII.	Power of attorney for Consortium Signatory (Annexure- VI)	25
VIII.	Location, area and minimum reserved fee of Licensing Spaces (Annexure-VII)	26

ANNEXURE I

TENDER FOR _____

TENDER FORM NO.

LAST DATE

TIME

To,

Dear Sir,

I/We, the undersigned having gone through the blue print, tender documents, inspected the site/premises, conducted due diligence and having read all terms & conditions thereof, submit the following tender documents:-

- i) Particulars of the tenders.
 - ii) The informations & instructions and Annexure thereto duly signed by me/us in token of having read understood and agreed to the same.
 - iii) Draft License Deed duly signed by me/us in token of having read & understood each and every clause contained therein, and agreed to the same.
 - iv) Physical inspection/Blue print of the premises given on license, in token of having known the measurement of total area and its location, and other relevant details.
2. My/our tender is valid for a period of 90 days from the date of opening of Financial Bid. I/We are fully aware that no change or amendment in the terms & conditions of the tender is permitted due to any reason. In case I/We withdraw this tender before this period or delay to commence the business operations within the stipulated period, the Earnest Money deposit shall stand forfeited.
 3. I/We agree to use the premises for running the business awarded only and shall not be used for any other purpose/business.
 4. I/We agree to submit an affidavit duly supported by the Bankers Solvency certificate and other documentary evidence regarding my/our financial standing / soundness and shall not change or alienate my/our interest in the premises possessed and disclosed by me/my/our interest in the premises possessed and disclosed by me / us (as per signed list enclosed) during currency of the Agreement.
 5. We agree to abide by all the terms and conditions as contained in the tender documents. I/We have understood that the conditional tender will be liable for rejection. Further I/We have understood that the decision of management is final and is not bound to accept the highest or any other tender, it may receive and the

expenses incurred by the tenderer in preparing or submitting this tender or presentation etc will not be reimbursed or paid.

6. I/We agree to sign the regular agreement after completing the entire formalities including furnishing of security deposit (as per details give in clause No. 31 of draft license agreement) etc within the stipulated period of 30 days from issue of LOI with AAHC Unit Hotel Brahmaputra Ashok embodying all the terms and conditions of the tender before taking over the job of running business at the proposed premises. I/We further agree to complete the construction / renovation works, installation and commissioning of equipments etc to start the actual operations within 90 days from the date of signing of Agreement, without any damages to the property of the company.
7. I/We agree that the Licensor can grant the choice of maximum two outlets in a Unit and three in a city to me/us, in the event of my/our emerging as HI in more than two premises/outlets, in anyone category or among all the categories.

I/We also agree that if I/we am/are the existing licensee in two premises/outlets, I/we can be granted license of only one outlet in the city.
8. I/We agree that AAHC, Unit Hotel Brahmaputra Ashok reserve the right to reject any or all tenders without assigning any reason thereof.

Signature of authorized
Representative

Name :

Address:

Dated:

INDIA TOURISM DEVELOPMENT CORPORATION LTD
(Please strike off whichever is not applicable)

1. Name of the Tenderer : _____
 Son/Wife/Daughter of : _____
 Age ____ years

2. Full Address

 Name of the Firm/Company : _____
 Address (permanent including : _____
 Registered Office) : _____

 Telephone No. (office) : _____
 Residence : _____

3. Status of the tenderer
 (whether sole proprietary/Hindu
 undivided family (HUF) business/
 Partnership/Consortium/Joint
 Venture/Limited Company

4. Status of the Signatory of the tender
 in case of HUF business/partnership/ : _____
 Limited company

5. Name & address of the Bankers : _____
 (Performance certificate from
 Bankers to be enclosed) _____

6. Trade (copies of audited balance
 Sheets for the last three years to be : _____
 Enclosed)

7. Past experience in the Trade : _____
 (A brief to be enclosed)

8. Particulars of income tax last : _____
 Assessment with permanent account
 Number (Photostat copy to be enclosed)

9. Particulars of earnest money deposit : _____
 (EMD)

10. Declaration about no change in : _____
 Business status as well as character
 record to be given.

The informations given above are true to my knowledge and belief and no misrepresentation has been made therein.

SIGNATURE OF TENDERER

NOTE

- a) In case of sole proprietary concern, the name of the sole proprietor, father's / husband's name, age, residential address and office and residential phone numbers are to be indicated.
- b) In case of partnership concern, the Photostat copy of the Registered Partnership Deed is to be enclosed. The partnership deed should state specifically that a particular partner or partners are authorized to deal with any matter of company. Certified Photostat copies of the Income Tax assessment of the partnership firm as well as individual partners (for last 3 years) are to be submitted.
- c) In the case of Hindu Undivided Family Firm, an income tax registration certificate is to be enclosed in addition to the above as per (b)
- d) In case of Limited Company, printed copies of Memorandum and Articles of Association as well as last three Annual Report of Audited Accounts are to be annexed, Authorization by the Board of Directors in favour of the signatory of the tender as well as all other documents on behalf of the company must be attached.
- e) A declaration is to be recorded by the authorized signatories of the tender that no change in the status of sole proprietorship Hindu Undivided Family / Partnership / Company (as the case may be) will take place from the date of submission of tender and during currency of the license agreement, if entered into with them. In case any change is necessary in the overall interest of the business / purpose for which the premises. is licensed, it will be with the prior written approval of the Company / Licensor failing which the license agreement will be terminated at the sole discretion of the company. It is also to be certified that there is no criminal record of the tenderer / applicant / proprietor / Managers / partners / Directors) or their close relatives affecting the business profession under this license.
- f) Bid submitted by a Consortium should comply with the following additional requirements -
 - i) Number of members in a consortium should be limited to two only;
 - ii) The bid should contain information of each member of the consortium;
 - iii) Any or one of the consortium members should purchase the tender document from AAHC and/or intimate AAHC, in case the tender document are downloaded from the websites ;
 - iv) An individual Bidder cannot at the same time be a member of a Consortium applying for the same tender. Further a member of a particular Consortium cannot be a member of any other consortium applying for the bid;

The members of the consortium shall nominate anyone member as their

lead technical member and anyone member as their lead financial member;

Alternatively, the Members of the consortium can nominate one member as the lead member for both the bids also;

The nomination(s) shall be supported by a Power of Attorney as per the format specified, signed by all members and by the lead technical and financial members;

- v) The lead Manager, as the case may be, shall be required to meet the criteria specified;
- vi) The Members of the Consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of making the bid;
- vii) The MoU shall, inter alia :
 - a) Expressly convey the intent to form a joint venture company, with their respective shareholding commitment(s) in accordance with the prescribed clauses set forth in this Bid document, which would be entered into through the License Agreement and subsequently carry out all the responsibilities as a Licensee in accordance with the terms of the License Agreement;
 - b) Clearly outline the roles and responsibilities of each member at every stage;
 - c) Commit the minimum equity stake as required under the clause; and
 - d) Include a statement to the effect that all the members of the Consortium shall be liable jointly and severally for the execution of the transaction processes in accordance with the terms of the License Agreement.

A copy of the MoU should also be submitted along with the Bid.

The MoU entered into amongst the members of the Consortium should be specific to the tender and should also contain the above requirements, failing which the Bid shall be considered non-responsive.

Any entity which has been barred by ITDC or AAHC any of the other entity of GoI from participating in the transaction processes and the bar subsists as on the Bid Due Date, would not be eligible to submit the Bid, either individually or as a member of a Consortium.

Change in Consortium composition.

Any change in the composition of a Consortium will not be permitted during any stage of the bidding process.

**ASSAM ASHOK HOTEL CORPORATION LTD.
UNIT: HOTEL BRAHMAPUTRA ASHOK**

TENDERER SHOULD READ THE FOLLOWING INFORMATIONS AND INSTRUCTIONS BEFORE SUBMITTING THE TENDER

1. Tenderer, in his own interest, should inspect the proposed premises / place before submitting tender.
2. The tender complete in all respect, be submitted in a sealed cover super scribing on the top "Tender for licensing of space No..... "due to be opened on dated 1st September-2009 at 15-30 hrs, be addressed to General Manager, Hotel Brahmaputra Ashok and put in the tender box placed in the office of General Manager by the stipulated date and time. The management shall not be responsible for any loss or delay in receipt of the tender by post.
3. The tenderer shall submit financial bids as well as technical bids with enclosures in separate sealed covers which may be put together in the main sealed cover. Management will open the technical bid first. The tenderers, who will be technically suitable, will only be considered for financial bid.
4. Each tenderer shall deposit Rs. 1.00 Lakh (Rupees one lakh only) towards earnest money in the form of a Bank Draft drawn on any nationalized bank in favour of Hotel Brahmaputra Ashok payable at Guwahati. The earnest money can be deposited in cash also with the Front Office Cashier. The receipt issued by Hotel Cashier may be enclosed with the tender. Tenders received without earnest money deposit shall be summarily rejected. Cheque will not be accepted.

Earnest money deposit of unsuccessful tenderers shall be refunded after expiry of validity period of the tender. In the case of successful tenderer, earnest money deposit will be adjusted towards the security deposit or it may be forfeited in case the successful tenderer refuses to accept the award of license or fails to complete the required formalities and occupy the premises within the specified and permitted time and delay in starting the actual operation beyond the permitted time under the license.

5. The annual amount of license fee plus taxes, if any, for a period of three years, should be quoted clearly in words and figures. The license fee is payable through advance cheques to be submitted at the time of signing of agreement. Dishonour of any cheque will attract interest @ 18 % p.a. in addition to dealing of the case under the provisions of Negotiable Instruments Act.
6. The Company will provide air-conditioned / non-AC space as mentioned in the Annexure-VII enclosed as part of tender documents.
7. The tenderer will ensure at their own cost, the renovation of allotted area including demolition of structure, construction, furniture and fixtures, light and equipments, sound system etc along with arrangement of machines, equipment and other all required items for their use.
8. The tenderer will ensure to arrange staff including their uniform at their cost. Credentials of the staff as well as parties / Directors / owners / Proprietor /

Trustees will be got verified by the tenderer from Public Authorities and a copy thereof be submitted to the company before start of operations. The pattern and design of the uniform will be got approved from the General Manager of the Hotel.

9. The tenderer will ensure to arrange all operational needs as per nature of business including housekeeping and pest control services and also bear the cost of maintenance of all their equipments, furniture and fixtures. Maintenance of building and air-conditioning system (if provided) will be attended by the hotel.
10. The tenderer will arrange advertisement and publicity for promotion of their business. All advertisement and publicity material will be subject to approval of General Manager of the Hotel.
11. The tenderer will pay electricity consumption for light, sound and other equipments used at the premises at a tariff fixed by appropriate authorities (from time to time) plus 10 % to cover administrative costs. The tender will pay an advance equivalent to two months electricity consumption charges. The amount of advance so received will be subject to revision of electricity tariff or consumption from time to time.
12. The tenderer will bear all operational expenses whatsoever to run the outlet such as machines, equipments, furniture & fixture, crockery, cutlery, glassware, silverware, kitchen utensils, linen and all allied items/gadgets etc in consultation and prior approval of the Licensor Company. The tenderer will also ensure, at their own cost the renovation of allotted area including demolition of structure, construction, light and sound system etc. The tenderer will install at his own cost and expense the computerized billing system compatible with the MICROS-FIDELIO in consultation with the Licensor Company or any other system required in future by the Licensor Company.
13. The tenderer will deposit and keep deposited interest free security deposit in cash equivalent to 6 months license fee. The security deposit will be valid for a period of 39 months / years (three months extra over the license period).
14. The tenderer should obtain and keep in force all ancillary licenses at their cost.
15. On award of license thorough letter of intent, the tenderer will ensure completion of all formalities and to sign the license agreement within 30 days of receipt of the award.
16. The successful tenderer, before the commencement of business, shall timely obtain all licenses such as GMC Trade License, Eating House License from DCP (Licensing) and all ancillary licenses/permissions/clearances that may be required to be obtained by the Licensee from any authority/authorities at their own cost for operation of the outlet and timely provide the same to the Licensor Company as the Bar License is only issued to the Licensor Company for all the outlets of the Hotel at the same time. The successful tenderer shall solely be responsible to ensure and keep such Licenses valid throughout the license period.
17. All taxes and Government levies as applicable from time to time like expenditure tax, entertainment tax, sales tax etc, if any, will be payable over and above the amount of license fee by the tenderer. The license fee and taxes in force or which

may come in force will be payable in advance through post-dated cheques for the entire period of license. In case the banker is changed at any stage, all postdated cheques for the period is to be given fresh without delay under intimation to the management.

18. The License Deed shall be executed on the lines of information/instructions/terms and conditions as stipulated in this annexure. However, the terms and conditions are only the guidelines and can be modified, deleted or added to at the time of actual signing of the License/contract without major deviations
19. The existing lay-out plan of the proposed premises to be licensed is enclosed. The tenderer may submit their interior scheme with proposed cost along with their offer.
20. The tenderer will pay for all structural or any other damages during the period of license as well as during renovation, although the renovation will be under the guidance of the Engineer Incharge / Head of the unit.
21. The tenderer will be responsible and liable to pay and settle for all kinds of claims made by guests towards operational deficiencies, physical damages etc.
22. The tenderer will take comprehensive insurance to cover all type of damages to the property and casual / walk-in guests, his staff, stocks, stores, spares, equipments etc.
24. Timings of business / trade / office operation will be amended as per orders of local authorities and the instructions of General Manager / Head of the Unit.
25. The standard of facilities provided should be at par with the hotel standard.
26. No change in the status of the tenderers will be allowed after submission of tender and during currency of the agreement without prior written approval of the company as per clause _____ of the license deed.
27. The following terms used in the foregoing paragraphs shall be the meaning given against each :-
 - a) 'COMPANY' means ASSAM AHOK HOTEL CORPORATION, UNIT: Hotel Brahmaputra Ashok.
 - b) 'OFFICER OF THE COMPANY' OR 'OFFICER' means the 'OFFICER NAMED BY THE COMPANY'.
 - c) 'VICE PRESIDENT (HOTELS)' means the 'VICE PRESIDENT (HOTELS)' OF ITDC, NEW DELHI
 - d) MANAGING DIRECTOR MEANS THE MANAGING DIRECTOR OF ASSAM ASHOK HOTEL CORPORATION
28. The tenderers must furnish a brief resume about self, their company / organization. Previous experience of setting up and running business / restaurant of class / status in India or abroad, details of available expertise, technical know-how and places to run the particular cuisine for which tender is submitted.

29. This entire information must be furnished under separate cover with marking 'Technical Bid'.
30. The tenderer must quote fixed license fee on annual basis. The amount of license fee must be quoted in figures and words. The successful tenderer shall deposit an amount equal to 6 months license fee as interest free security deposit with the management and also 12 postdated cheques of annual license fee.
31. The successful tenderer will take over the space within 30 days of from the date of signing of the Agreement. The license fee will be payable from the date of taking over the possession of the space. The tenderer shall be required to take possession of the premises and complete all the formalities within 30 days of the letter of intent.
32. The tenderer will bear the telephone bills and pay 'regularly in time at the rate applicable to other licensees.

ANNEXURE – IV

LICENSE DEED

THIS DEED OF LICENSE is made on this the day of 200__ between Assam Ashok Hotel Corporation, Unit: Hotel Brahmaputra Ashok having its Registered Office at Hotel Brahmaputra Ashok, M.G.Road, Guwahati through its General Manager Mr..... (hereinafter called the Licensor), which expression shall unless the context otherwise required shall mean and include its successors and assignees of the one part;

M/sa proprietary concern/partnership firm/body corporate, registered/ incorporated under Indian Partnership Act / Companies Act, 1956 Consortium, having its Principal Office of Business/Registered Office at through its sole proprietor/partner/Director/lead Member, Mr. (hereinafter called the Licensee) of the other part.

Whereas the Licensor is the absolute owner in possession of all that land building of....., which is a 'Public Premises' as defined under the Public Premises (Eviction of Unauthorized occupants) Act, 1971;

AND WHEREAS, the Licensee is desirous of obtaining the privilege of, and has approached and applied to the Licensor for grant of license with respect to a space measuring ... sq. mtrs. (..... sq. mtrs) for the purpose of operating a under the name and style of in the building premises known as, situated in under the control and administration of the Licensor;

AND WHEREAS, the Licensor is willing to accede to such request and to grant to the Licensee such liberty, leave and License as desired by the Licensee to the extent and subject to the terms and conditions hereinafter contained.

I. PERIOD OF LICENSE & RENEWAL

1. This License is granted for a period of 3 (three) yrs commencing from and shall expire onsubject to the provisions for earlier termination hereinafter contained, for air conditioned / non air-conditioned space measuring approxsq. ft. area on as is where is basis.
2. The Licensee shall be entitled to a one time renewal after the expiry of the period stipulated under Clause 1, unless he has committed a breach of the terms and conditions of the agreement or has been a defaulter 'in the payment of license fee and/or other dues, or guilty of proved misconduct which has adversely affected the image and reputation of the Licensor.

The extended period shall be as per the prevailing Licensing Procedure.

The Licensee will apply for the renewal of his license six (6) calendar months before the expiry of the license and on failure to do so; the Licensor will be free to negotiate with and to allot the licensed Space to any other party.

3. At the time of such one time, renewal, the Licensee shall execute a fresh License Deed in respect of the premises given on license to it. In case the Licensee fails to

get the license renewed for the period coming into effect from the expiry of this License Deed, the Licensee shall be considered to be in unauthorized occupation of the Licensed Space and the Licensor shall be within its right to initiate proceedings under the due process of law.

4. If any fresh license agreement/deed is not executed for any reason, whatsoever, thirty (30) days prior to the expiry of the initial period granted hereunder, it will be presumed that the License has not been renewed and the use of the premise by the Licensee, after such date shall be considered as unauthorized. The Licensor shall be at liberty to enter into such arrangements as it may deem fit, with any other party permitting the Use of the premises by such other party after the expiry of the initial period of license with the Licensee and the Licensee shall not interfere with the same directly or indirectly nor shall cause any damage, loss or expenses to the Company in this regard.
5. No second renewal will be permitted, after the expiry of the first renewal period. Open tenders will be invited in which the existing licensee will be at liberty to participate unless otherwise debarred.
6. If the party continues to occupy the premises, even after the expiry of the initial period of license or if renewed, after the period of renewal expires, besides being declared an unauthorized occupant and for any other action that the licensor in his discretion can enforce, the licensee shall be liable to pay 'damages' for unauthorized occupation at the following rates :-
 - 50 % of the monthly license fee (applicable at the time) for each day of the first week of unauthorized occupation.
 - 75 % of the monthly license fee (applicable at the time) for each day of the second week of unauthorized occupation.
 - 100 % of the monthly license fee for each day of the third week of unauthorized occupation.
 - For each day of unauthorized occupation thereafter, 100 % of the monthly license fee shall continue to be charged till the party vacates the premises on his own volition or due to any act of the licensor.

II. LICENCE FEE & SECURITY DEPOSIT:

1. That in consideration of the space provided to the Licensee for running the business of _____ under the name and style of _____, it is agreed between the Licensor and the Licensee that the Licensor shall take a fixed lump sum Guaranteed License Fee of Rs. _____ (including taxes etc) for _____. The Licensee will be solely responsible for collection and deposit of VAT Taxes on the _____ under his TIN number during the period of Agreement.
2. In addition to the aforesaid guaranteed amount, the Licensee shall remit all other levies and taxes that may be imposed by way of any legislation by the Union Government or by the Government of the State or any other Statutory Body, as applicable during the currency of the License Deed.
3. The Licensor reserves the right to install its own computer system at each POS.

4. In the event of failure to pay the minimum guarantee amount on the stipulated date, an interest @ 18% p.m. shall be charged.
7. The Licensee shall deposit and keep deposited with the Company a sum equivalent to... (...) months minimum guaranteed amount in cash (or ... months in cash and ... months in the form of bank Guarantee) to be kept as interest free security deposit for due and complete performance of the terms and conditions of license herein contained.
8. Any payment made by the Licensee after the expiry of the License Agreement or termination of the Agreement and till execution of new Agreement or renewal of the Agreement shall be treated by the Licensor as damages except payments made towards outstanding dues pertaining to a period prior the date of termination or expiry of the License Agreement as the case may be.

III. EMPLOYEES OF THE LICENSEE

1. The Licensee, in connection with carrying on his business in the licensed premises, will only appoint persons having good character, well-behaved skill-full in the business after necessary character verification from local police authorities. If the Licensee employs any person or persons to manage the business to be carried on under the provisions of his License, such person or persons shall be required to carry on all the obligations provided under this License.
2. The Licensee shall furnish to the Company a list of his/their employees indicating names, parentage, age, residential address and permanent address, specimen signature along with two photographs for each of them.
3. The Company shall be at liberty to forbid the employment of any person whom it may consider as undesirable character. The persons employed by the Licensee shall be subject to general discipline of the Company and confirm to such directions as may be issued in respect of routes of entry and departure to and from the Hotel premises etc.
4. It is also agreed by the Licensee that the persons engaged by him shall not loiter or use the public areas such as Lounge, Lawn, Swimming Pool, Wash Room, Cloak Rooms which are exclusively meant for guests and if any irregularity is found, the Company will bring it to the notice of the Licensee for proper action in the matter. In case no action is taken by the Licensee, the Company will have sole right to terminate the License.
5. The Licensee shall keep his employees well-dressed or may order to wear uniform as may be prescribed by the Company for easy identification and check. In case the Licensor finds any of the staff of the Licensee not dressed properly as per the uniform prescribed or the same is not in order for reasons of cleanliness etc; the Licensor shall be at liberty to turn out such staff of the Licensee and prohibit his entry in the Hotel till such time the person is well dressed to the satisfaction of the Licensor.
6. The Licensee or members of his staff or his representatives shall not visit any guests of the Hotel in his room or come near the main entrance, lobby and other public areas of the Hotel. They will keep themselves strictly confined to the Licensed Space.

7. The Licensee, the members of his staff or his representatives shall not do any act, which may be derogatory to or inconsistent with the Hotel's high standards and reputation as a modern luxury hotel or its business or cause nuisance to the management of the Hotel or its customers or visitors. At the instance of the Licensor, the Licensee shall discharge from service any employee who is charged with such misconduct or found acting in contravention of general rules of the Company.
8. The Licensee when called upon by the Company, make available himself or any of his / their employee for evidence before the Enquiry Officer appointed by the Company or Competent Court in connection with the disciplinary proceedings against any of its employee, if the act of misconduct had happened in his / their presence.
9. The Licensee shall, when called upon by the Licensor submit all or any of their employees for medical examination by any Doctor appointed by the Licensor to check if any of them have any disease contagious or dangerous to human life and health and if in the opinion of the Licensor it shall appear necessary to withdraw any employee from the Licensed space, the Licensee shall do so forthwith, and in the event of the Licensee's failure to do so, the Licensor shall be at liberty to refuse admission to such an employee to the premises of the Hotel.
10. The employee of the Licensee shall not seek regularization in the services of the AAHC or the Company at any point of time. The Licensor shall not in any way be liable for any claims arising out of the relationship of master and servant between the Licensee and his employees. If the Licensee employs or engages any person or persons, he/they shall be the servants of the Licensee, in all respects and all responsibilities under any Act or other laws and labour laws shall be of the Licensee alone and the Licensor shall not be liable for any claim on the Licensee on account of Workmen Compensation or otherwise.

IV. TERMINATION OF LICENSE:

1. If the Licensee commits a breach of any of the terms and conditions herein contained of the License Deed, the Licensor shall be at liberty to revoke the License forthwith, and, without prejudice to any other right of the Licensor in that behalf, to forfeit the security deposit either in whole or in part as they may deem fit. Except as stated in the preceding sentence, the security deposit will be refunded without any interest and after deducting any dues from the Licensee within three months of the date of determination of the licensing arrangements. Further the Licensor shall have right to deduct and adjust any amount towards any damage caused by the Licensee to the property of the Licensor or otherwise.
2. The Licensee shall not terminate the License before the expiry of the period of the License except by giving six months advance notice in writing, In case the Licensee terminates or abandons the License prior to the above said period of notice, the Licensee shall be liable to pay liquidated damages equivalent to the License Fee payable to the Licensor for the unexpired notice period.
3. On termination of the License, the Licensee shall have no right under the License and shall further have no right to enter the premises of the Hotel as a Licensee. The Licensee shall remove his articles and goods from the Licensed space within such

period as may be informed by the Licensor and in case the Licensee does not remove his articles and goods the same shall be removed by the Licensor at the risk and cost of the Licensee and the Licensee shall have no claim whatsoever on this account against the Licensor. The Licensor shall, however, have lien over the goods and the articles and the Licensee shall not be allowed to remove the same unless all the dues of the Licensor have been paid by the Licensee. The Licensor also reserves the right to auction the materials and goods of the Licensee if the Licensee does not remove the goods & articles within a reasonable time after clearing all outstanding dues. In such an event, the Licensor shall adjust the auction proceeds with the amount due and return the balance to the Licensee.

4. Upon the expiry of the period of this License or earlier termination of the License for any cause whatsoever, the Licensee shall have no right to carry on business at the said licensed space. The Licensor shall have undisputed right to make use of the said Licensed space in his discretion thereafter. It will be lawful for the Licensor to enter upon the licensed space without notice, after the termination/expiry of the License.
5. In the case of such breach of the terms of this License as minor offences and complaints coming to its notice for which in the opinion of the Licensor this Agreement need not be terminated, the Company may at its discretion recover compensation from the Licensee. The decision of the Company in this respect will be final and binding on the Licensee.
6. Any encroachment of area over and above the area allotted to the Licensee as per the agreement shall lead to termination of the agreement / contract.

V. APPLICABLE LAWS & NOTICE

1. In respect where provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 can be invoked by the Licensor in respect of the Licensed Space the provisions of the said Act shall apply.

In respect of any other dispute or difference relating to the terms of his License Deed, the matter shall be referred to the sole arbitration of the Managing Director of AAHC or any other person appointed by him in this behalf. The award given by the Arbitrator shall be binding upon the parties. It is specifically agreed by the Licensee that it will have no objection to any such appointment that the arbitrator so appointed is an employee of the Licensor or he has already expressed view on, for or any of the matters in dispute or difference. The arbitrator so appointed shall have power to extend the time for making an award. The said Arbitrator shall act under provisions of the Arbitration and Conciliation Act, 1996.

2. That the powers conferred upon the Company by this License Agreement, and all notices, consents, directions and approvals to be given by the Management shall be in writing and may unless otherwise expressly provided to any of the conditions aforesaid be exercised by General Manager of or any other officer so authorized for the purpose. Any notice to be served on the Licensee shall be deemed to be sufficiently served on the Licensee if delivered at the Shop at or sent by registered post addressed to the Licensee at their registered Office or the last known place of business or residence of any of the partner of the firm/Proprietor who are entering into the agreement. Any notice to

be served on the Company by the Licensee shall be deemed to be sufficiently served if delivered under signatures in the Office of General Manager or sent by registered post addressed to the General Manager. The period of notice under this Agreement will count from the date of issue of notice by either party.

3. Jurisdiction of court of Guwahati will be the applicable jurisdiction for all disputes and legal matters.

VI. COVENANTS OF THE LICENSOR:

1. The Licensee shall be provided with electricity, air conditioning and telephone. The Licensor shall provide the Licensee electricity supply of _____ KW for _____ TR air-conditioning, lighting of premises and operating other equipments. A separate energy meter will be installed to record cost of consumption of electricity as per the reading of the energy meter. Any additional requirement beyond _____ KW of electricity and _____ TR of air-conditioning shall be borne by the Licensee.

If any damage is done to the electrical installations or air-conditioning ducts, fittings or otherwise by the Licensee, the Licensor shall be entitled to recover the same from the Licensee, together with the cost of repairs and replacement. The decision as to the determination of cost by the Licensor shall be final binding on the Licensee.

2. The charges for the electricity consumed and other services shall be paid by the Licensee to the Licensor at the time of paying the fixed lump sum guaranteed license fee on monthly basis or otherwise on the presentation of the bill. The Licensee shall pay for electricity consumption for electric gadgets / equipments (other than central air-conditioning) at the tariff fixed by the appropriate Authorities, from time to time, plus 10% to cover administrative cost of the Hotels. The estimate of electricity charges shall be carried out by Engineer-in-Charge of the Hotel.

The Licensee will pay for water consumption on actual consumption basis as per the rates fixed by the GMC.

However, for consumption of hot water, rates would be 50 % extra than that of normal water charges. The Licensee shall submit a list of equipments with full description, specifications, make, capacity & quantity to be installed in the premises to be licensed, to know the consumption of electricity before hand.

Failure on the part of the Licensee to pay the above charges shall entitle the Licensor to withdraw one or all the facilities and the Licensor shall have further right to stop the entry of the Licensee in the said space till such time the aforesaid service charges are paid by the Licensee to the Licensor.

3. The Licensor may, if requested by the Licensee in writing, provide a telephone connection on a fixed monthly charge for the exclusive use of the same from the main exchange of the Hotel. The local calls would be recorded and charged at such rate as may be fixed from time to time by the Licensor. For trunk calls, actual charges for calls will be recovered. The Licensee shall pay the charges and rental within seven (7) days of presentation of the bills, failing which the telephone facilities will be withdrawn and the apparatus will be removed.

4. Any extra requirement of AC tonnage for an air-conditioned area by the Licensee over and above the existing requirements should be at the cost of the Licensee.

VII. COVENANTS OF THE LICENSEE

1. If the Licensee desires any structural alterations to the premises allotted under this Agreement including that of frontage thereof for the purpose of his business, he shall request (in writing) the Licensor to carry out such alterations, as it may deem proper at the cost of the Licensee.

The decor/the scheme of the exterior facade of the premise should be as per the design of the Hotel management and this may be got approved by the licensee before execution.

However, the Licensor shall have absolute right to carry out any external renovation work during the term of the License Deed. The Licensor may carry out the work at such time and in such manner as is convenient to them and the Licensee hereby undertakes to extend full co-operation to the Licensor and will not create any hindrance or raise any dispute relating to the work to be carried out for such renovation.

2. The Licensee shall get the licensed space organized and carry out the interior decoration of the licensed premise at its own cost after getting the plans and overall design of the furnishing approved by the General Manager of the Hotel. The Licensee shall be further required to make such additions and alterations or changes in the furniture; carpets etc. as and when felt necessary by the General Manager of the Hotel to keep the decor of the licensed space at par with the standards of the Hotel. Failure to carry out such modifications within the period as prescribed by the General Manager of the Hotel, shall entitle the Licensor to disallow the Licensee from opening the licensed space to customers till such time the required modifications and refurnishing as asked for is carried out by the Licensee.
3. It is agreed that the Licensee will not permit the use of the Licensed Space, in any form or on sub-letting to any individual/party/organization/company. The Licensee alone and no other party or person will be permitted to carry on business in the said Licensed Space nor will the benefits under the License or any of them be assigned, transferred, shared or otherwise parted with, in whole or part by the licensee. Any such act by the Licensee shall be considered violation of License Deed and the Licensor shall have the right to terminate the License. In such circumstances, the Licensee will have to settle all the outstanding dues and hand over vacant possession of the Licensed Space within 15 days on receipt of such communication from the Licensor.
4. The Licensor reserves the right to accept any change in the status and constitution of the Licensee. It is agreed that the Licensee should apply in writing to the Licensor before effecting any change for its approval and the Licensor will have sole discretion to accept or reject such request. In case the request made by the Licensee is not approved by the Licensor, the Licensee shall not make any such changes, otherwise the License shall be treated as cancelled / revoked. The Licensee shall have no right to transact from the shop and will remove his goods within 30 (thirty) days from the receipt of such communication after settling all

outstanding dues.

5. The Licensee shall not make any additions or alterations in the licensed space. In case of any temporary additions or alterations, the Licensee shall request in writing to the Licensor for carrying out such alterations, which may be got done by Licensor at the cost of the Licensee for which the Licensee shall make advance payment to meet the cost of such addition and alteration.
6. The Licensee shall keep open the licensed space for the use and benefit of the customers of the Hotel for such hours as may be fixed from time to time by the Licensor. The Licensee shall ensure attendance of staff even during off days and other holidays including National Holidays.
7. The Licensee shall be required to adopt fair business practices and to exhibit prices in respect of each item of sale and the price so exhibited should be competitive.

The Licensee will not bring, prepare, cook or serve beef products in the restaurant.

9. The Licensee shall charge the customers reasonable price. In the event of a complaint that prices charged are exorbitant, the Licensor shall be entitled to seek such information from the Licensee to satisfy itself that the prices charged are not exorbitant. The Licensee shall furnish all the required information to the Licensor immediately on receiving a communication to that effect from the Licensor in writing.
10. The Licensee shall not stock, display, exhibit any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to moral or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the Licensor shall be conclusive in this behalf and absolutely binding on the Licensee and shall not be subject to any dispute or review. The Licensee shall immediately remove such books, journals or articles from the premises, if decided by the Licensor as objectionable in any manner.
11. The Licensee shall use the licensed space for the purposes of _____ only and neither as a go down nor as living quarters nor for lodging or any other purpose whatsoever, nor shall the Licensee allow any other individual or party to display, sell or advertise any goods or items in the Licensed Space.
12. The Licensee shall be responsible to obtain approval for all necessary licenses from the concerned Authorities which may be required from the State, municipal or any other authority for the purpose for carrying on the business which he is allowed to carry on under the License. The Licensee before commencement of the business shall timely obtain all licenses such as Trade License, and all ancillary licenses / permissions / clearances that may be required to be obtained by the Licensee from any authority/authorities at his own cost for operation of the outlet and shall timely provide it to the Licensor.

Furthermore, the Licensee shall be liable to pay sales tax/income tax or any tax, cess or other impost that may be imposed by any authority on the carrying on of such business by him or which may be payable by the Licensor in respect of the business carried on by the Licensee.

13. The Licensee shall observe and comply with all the rules and regulations of the Shops and Establishments Act, Employees' State Insurance Act, 1948, Minimum

Wages Act, Payment of Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, Workmen' Compensation Act, and any other provisions of the Law, Rules and Regulations enforced from time to time by the local authorities or any other authority applicable to his business and the business of the Licensor. The Licensee shall observe, follow, comply and abide by the sanitary, health and other Municipal By-laws under the provisions of the Municipal Act.

The Licensee agrees to reimburse all such contribution, expenses and all other charges / liabilities to which the Licensor may be held liable in respect of staff employed by the Licensee, by the Authorities / Court competent for the purpose, under the provisions of any of the Laws, social Legislation in force as on date or which may be made applicable subsequently.

16. That the Licensee shall not stock any inflammable or otherwise dangerous materials, goods, narcotics or drugs in any part of the Licensed space which would present a fire, health hazard to the Hotel property, its guests and visitors.
17. The Licensee shall indemnify the Licensor from any claims made or damages suffered by the Licensor by reason of any default on the party of the Licensee, his agents or his employees in due observance and performance of the provision of law. The Licensor shall not be responsible for any loss or damage to the belongings of the Licensee in the said Licensed Space.
18. The Licensee shall make his own advertising arrangements, but the Licensee shall submit the details of advertising copy, layout and arrangements for the prior approval of the Licensor and the Licensor shall be at liberty to suggest any alteration or amendment thereof which the Licensee shall duly carry out. The Licensee shall also observe such rules, regulating the advertisement as the Licensor may make from time to time.
19. The Licensee shall not conduct any clearance sale or hold or permit to be held private auction from the licensed premises or advertise.
20. The Licensee shall not cause or be the cause of loud or noisy conduct nor indulge in anything whatsoever which may constitute a source of nuisance or annoyance to the Licensor or other Licensees or occupants or the visitors of the Hotel.
21. It is specifically and clearly agreed between the Licensee and the Licensor hereto, that if there is a breakdown or temporary break in any service of the Licensee for any reason whatsoever, then the Licensor shall not be held responsible or liable for any damage caused to the Licensee thereby. Further, for adequate maintenance, repairs or alterations and servicing of the air-conditioning plant, certain amenities including air-conditioning may have to be suspended from time to time. While all efforts will be made by the Licensor to give prior, timely notice of such suspension to the Licensee, the Licensor shall under no circumstances be held liable for suspension or failure to give notice as aforesaid.
22. The Licensee shall keep the premises in clean, orderly condition and for that purpose the Licensee shall do whatsoever is required and desired by the Licensor. Since the Licensor is the owner of the property and the Licensee is permitted only use and occupation of the premises, the Licensee shall not do any act by which such a peaceful ownership and enjoyment of the Licensor is endangered in any way.

23. The Licensee shall not damage the premises or any part of the Hotel premises and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee or his employees or invites or customer, the Licensor shall be entitled to repair the damage, or make the requisite replacement and call upon the Licensee to reimburse cost thereof which the Licensee undertakes to pay forthwith on demand.
24. The Licensee may get his/their stocks stores, valuables and employees insured for and against all possible losses including compensation under Workmen Compensation Act for any reason whatsoever. The Licensor will not be liable for the losses occurred to him/them, their employees, stocks, stores and other valuables due to any reason/eventualities. The Licensee should take all security steps in addition to the arrangements made by the Licensor, as deemed fit by him/them after taking prior approval from the Licensor.
25. The Licensee, his agents and servants shall not abuse the water sources and drainage facilities in the premises of the Licensor, so as to create a nuisance or unsanitary situation prejudicial to public health.
26. The Licensee would be required to install fire extinguishers and other fire detecting gadgets in the licensed premises at his cost before commencement of business.
27. The Licensee shall not use a naked light or cause or permit any such light to be used in the Shop.
28. The Licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguisher as installed/ provided in the Shop.
29. The Licensee shall not store or bring or keep in the premises the articles so as to injure or damage the premises or keep goods of combustible or inflammable nature.
30. If the Licensee desires to augment services of water, AC, sewerage and electricity, prior consent of the Licensor has to be obtained by the Licensee on payment.
31. It must be clearly understood by the Licensee that the Restaurants are for the hotel guests and visitors and, therefore, the Restaurant cannot be used exclusively for a party or function. Adequate provision should be kept at all times for hotel guests and visitors.
32. The Licensee will honour all the Privilege Cards issued by the Licensor and allow discounts of the services availed to its holders during the entire period of license. Similarly, in case of any future Loyalty Programme, Incentive Schemes or alike activities, the Licensee will have to be part of the same and allow its benefits on mutual understanding.
33. Normally the Licensee should arrange food for his staff. In exceptional circumstances, with the consent of the Hotel management, such staff can avail of the IIDC canteen facility on payment of normal fee.

VIII. GENERAL CLAUSES

1. If the Licensee has entered into a License Agreement with the Licensor for the use

& occupation of a space or spaces in the Hotel for Office/business purposes, it shall print on his official letter head:

- a) if the Licensee is a Company, the permanent address, and telephone number/s of the Registered Office of the Company;
- b) If it is a single proprietary firm - the name of the proprietor, his permanent residential address and telephone number/s and the address and telephone number/s of the registered Office of the firm;
- c) If it is a partnership firm, the permanent address, & telephone number/s of the Registered Office of the firm;

Further in case of (a) & (c) above, the Company or the Partnership firm as the case may be shall furnish the name, permanent residential address and telephone number/s of each of its Directors, partners or authorized representatives to the Licensor for record & reference at the time of execution of the License Agreement; failure to comply with this clause or suppression or concealment of permanent address or registered office of the Licensee, shall be considered violation of this Agreement and entitle the Licensor to terminate the Agreement.

- d) If it is a Consortium, the permanent address, telephone number/s of the lead member/s and the Registered Office of the Consortium

2. The right conferred upon these presents is only that of a Licensee. It is expressly stated that the possession of the Shop lies with the Licensor, and the Licensee can have only a right of use and occupation of the portion hereby licensed and no other right whatsoever. This is not a lease and the relationship is only that of a Licensor & Licensee and not that of Landlord & Tenant or Lessee.
3. The Licensor may at any time at their discretion call upon the Licensee to remove his goods from the Licensed space and give him alternative space for the purpose of this License. The Licensor shall endeavor to give such alternative space on License which is reasonably equivalent to the licensed space. In -case the alternative space is not acceptable to the Licensee, he will have the option to terminate the License by giving 15 days notice.
4. The Licensee shall comply with all the directions, general or special, as may be given by the Licensor from time to time, which shall be deemed to be part of this License Deed. The Licensor may vary, delete and withdraw such directions from time to time.
5. Notwithstanding anything contained herein, it is stated that the said Licensed space shall at all times be under the control and supervision of the Licensor and the Licensor shall retain domain and possession of the said Licensed space and shall have the right to direct the mode and manner of the said use of the said Licensed space so as to more effectively provide for facilities and amenities to customers and visitors of the Hotel.
6. In case any time during the period of License, Government or any other Authority competent for the purpose, decides or issues directives for the closure or shifting of the premises, the Licensee will have a choice to close or shift his business within a prescribed period. The Licensee will not be entitled or eligible to claim damages,

compensation or reimbursement of any amount spent by the Licensee on renovation/construction/erection, installations, fittings, fixtures etc. from the Unit.

7. That if because of any strike or lock out in the Unit / Company, the Licensee is unable to function or his business is affected, the Unit / Company shall not be liable for any loss which the Licensee may suffer. In such an event the Licensee shall not be entitled to any reduction in License fee etc. payable to the Unit / Company.
8. The Licensor does not recognize any association of the traders and in case any negotiation is necessary with regard to the clarification of the terms & conditions of the License or modification thereof, such negotiations should be sought by the licensee alone and no collective representation shall be entertained.
9. The performance of the Licensee shall be of a standard as befits a Hotel of repute and in keeping with the standards desired by the customers from such a Hotel. If and when complaints regarding inadequate performance/services of the Licensee or complaints on any other count are received by the Licensor, the same shall be communicated to the Licensee. If the performance / services still continue to be below the desired standards the same shall be considered a violation of the terms of this Agreement and the Licensor shall be at liberty to terminate the Contract.
10. The License Deed is prepared in duplicate and the acceptance of its terms is signified by the signature of the Licensee thereon.

IN WITNESS WHEREOF the Parties hereto have signed this Deed on the day, month and year first herein above written in the presence of:

SIGNED AND DELIVERED BY THE
Constituted Attorney of
India Tourism Development Corpn Ltd
(Unit:)
Constituted Attorney of
NAMEOFTHECOMPANY

WITNESSES:

- 1.
- 2.

TENDER FOR _____
(FINANCIAL BID)

To
The General Manager,
.....
.....

I/We, the undersigned having inspected the premises for and having read the important instructions and draft License Agreement in this regard make the following financial bid:-

That I/We will pay a fixed sum of Rs. _____ (Rs. _____ only) as fixed license fee plus all taxes as applicable per month to Hotel _____

That the decision of AAHC management will be final and undisputable in accepting or rejecting my lour offer.

Signature _____
Name _____
Address _____

Dated:

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, We, (name and address of the registered office) do hereby constitute, appoint and authorize Mr./ Ms. (name and residential address) who is the lead member of the Consortium as our attorney, to do in our name and on our behalf all such acts, deeds and things necessary in connection with or incidental to our bid for including signing and submission of all the documents and providing information / responses to AAHC representing us in all matters before And generally dealing with..... in all matters in connection with our bid for the said premises.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For
Signature
(Name, Title & Address)

Accepted
..... (Signature)

ANNEXURE-VII

LOCATION OF AREA AND MINIMUM RESERVED LICENSE FEE OF LICENSING SPACES

Sl. No	Location	Area in Sq ft	Monthly reserved License fee in Rs	Cost of tender document in Rs	Earnest Money Deposit in Rs	Remarks
A	closed					
B	1 st floor	250	20,000.00	5000.00	100000.00	
C	5 th floor	250	20,000.00	5000.00	100000.00	
D	Mezzanine floor	432	25,000.00	5000.00	100000.00	
E	3 rd Floor	250	20,000.00	5000.00	100000.00	
F	Ground Floor	64	5000.00	5000.00	100000.00	
G	Ground Floor	400	32000.00	5000.00	100000.00	
H	4 th Floor	250	20000.00	5000.0	100000.00	