



Basic Details

Organisation Chain	Development Commissioner(Handicrafts) National Handicrafts and Handloom Museum - DCHC		
Tender Reference Number	F No. 04/24/2018-NHHM		
Tender ID	2024_DCHC_799814_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Works
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	Demand Draft

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Technical Document
2	Finance	.xls	Financial Bid

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	1,00,000	EMD through BG/ST or EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Sr AO CP AO DCHC	EMD Payable At	NEW DELHI

Work /Item(s)

Title	OPEN TENDER FOR LICENSING OF CANTEEN LOTA CAFE AT NCMHKA				
Work Description	OPEN TENDER FOR LICENSING OF CANTEEN LOTA CAFE AT NCMHKA				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Tender Value in ₹	NA	Product Category	Hotel/ Catering	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work(Days)	90
Location	NCMHKA, New Delhi	Pincode	110001	Pre Bid Meeting Place	NCMHKA, New Delhi
Pre Bid Meeting Address	NCMHKA, New Delhi	Pre Bid Meeting Date	26-Mar-2024 10:00 AM	Bid Opening Place	NCMHKA, New Delhi
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	11-Mar-2024 09:30 AM	Bid Opening Date	03-Apr-2024 03:30 PM
Document Download / Sale Start Date	11-Mar-2024 01:30 PM	Document Download / Sale End Date	02-Apr-2024 03:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	11-Mar-2024 03:00 PM	Bid Submission End Date	02-Apr-2024 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size
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	1	Tendernotice_1.pdf	NIT Document	(in KB)	1416.69
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	Drafttenderlotacafe.pdf	Tender Document	1399.14

Tender Inviting Authority

Name SOHAN KUMAR JHA, SENIOR DIRECTOR

Address NCMHKA, NEW DELHI

National Crafts Museum & Hastkala Academy (NCM&HKA)
(earlier known as National Handicrafts & Handlooms Museum)
Office of the Development Commissioner (Handicrafts), Ministry of Textiles, Govt. of India
Bhairon Marg, Pragati Maidan, New Delhi-110001

Notice Inviting Tender (e-tender)

OPEN TENDER FOR LICENSING OF CANTEEN (LOTA CAFE) AT NCM&HKA

The NCM&HKA, Subordinate office of Development Commissioner (Handicrafts) under ministry of Textiles New Delhi on behalf of the President of India invites online Tender through E-Procurement website (<http://eprocure.gov.in/eprocure/app>) in Two bid system from the qualified firms as per the below mentioned schedule:-

SCHEDULE TO TENDER

S.No.	Activity Description	Schedule
01	Tender No. Tender Id;	F No. 04/24/2018-NHHM 2024_DCHC_799814_1
02	Availability of Tender Document & Source / URL	11 March 2024 to 02 April 2024 http://www.Handicrafts.nic.in or https://nationalcraftsmuseum.nic.in/ or http://eprocure.gov.in/e-procure/app
03	Last date of uploading / submission of Bids	02 April 2024. However, please refer CPP Portal for exact date and time.
04	Pre Bid Meeting	26 March 2024 1000 hrs at NCM&HKA
05	Site Visit	On all Mondays from 0930 hrs to 1100 hrs during the bidding period.
06	Bid Opening date	After one day from closing date.
07.	Estimated Money Deposit	Rs.1,00,000/- DD in favour of Sr AO CP & AO O/O DC(HC) Payable at New Delhi
08	Reserve Right for Licence fee	Rs.1,25,000/-pm Annual escalation of 5% on License fee
09.	License Period	Five(05)years with clause of First right of refusal to existing licensee (ROFR) in future tenders
10	Cost of Bid document	Nil

The tender document can be downloaded from O/o DC (Handicrafts) website <http://www.handicrafts.nic.in> or <https://nationalcraftsmuseum.nic.in/> or CPP Portal <https://eprocure.gov.in/eprocure/app>

SECTION-I: BRIEF DESCRIPTION

LICENSING OF CANTEEN (LOTA CAFETERIA) AT NCM&HKA

Introduction

1 **National Crafts Museum & Hastkala Academy (NCM&HKA)** popularly known as **Crafts Museum** located at Bhairon Marg Pragati Maidan New Delhi -100001 is a subordinate office of O/o Development Commissioner (Handicrafts) ,Ministry of Textiles, Government of India.

Description

2 It is proposed to issue Licence to run/manage cafeteria at this Museum which showcases the best of Indian regional cuisines, with a contemporary interpretation. India boasts a great wealth and variety of cuisines and the idea is to focus on authentic and relatively unknown delicacies from different traditions, understanding their nutritive values and, where appropriate, giving them a twist to make them healthier or more delicious .As this is the Crafts Museum, initiatives which celebrate the craft of Indian cooking would be welcome. High standards of hygiene, presentation and service are expected.

3 The project strategically offers requisite facilities for improving Visitor experience and their retention for longer period. Restaurants are envisaged to offer specialized fine dining experience.

4 The Museum offers 250 Sqm furnished space along with well equipped kitchen. The Infrastructure and details of kitchen items along supporting with photos are attached along with this document for your ready reference.

Cafeteria Timings

5 The Cafeteria shall be kept open on all days of the year other than Holi, Diwali and National Holidays, during the prescribed hours of functioning from 0900 AM to 1100 PM only.

Eligibility Criteria

6 [a] Annual turnover of the firm should be minimum Rs. 200 lakhs in the last three consecutive financial years.

[b] Inpossession of atleast 2 restaurants specialising in serving Indian regional cuisine at present.

[c] Intending agency should be an independent legal entity registered under the applicable Act in running business of cafeteria/canteen/food court etc. dealing with preparation, stocking and serving of eatables for minimum three years.

[d] Intending agency should possess experience of successfully completing at least two contracts for running restaurant/food court in Govt. of India's Museum/Art & Craft Centre/A tourist place of importance/Trust, etc. in the last five years.

[e] Intending agency should possess valid license issued by food safety & standard authority of India [FSSAI] Delhi Govt, PAN, GST registration, etc.

First right of refusal to existing licensee

7 The existing licensee who bid in the fresh tender and if not selected as the H1 bidder, to be given the first right of refusal to match the financial proposal of H1, because the existing licensee has developed the place in 10 years by investing their marketing skill and developed credibility among the customers.

Earnest Money Deposit (EMD)

8 EMD of Rs. 1,00,000 in the form of DD / Pay Order from any scheduled commercial bank in favour of Sr AO CP & AO, O/o DC(HC) payable at New Delhi is to be submitted at Crafts Museum well before last of submission of bids. Exemption of EMD will only be given to MSME / NSIC registered bidders on submission of supporting documents for the same. EMD shall be forfeited and proposal of Applicant shall be cancelled in the following cases:

- (a) If any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect; and
- (b) If the successful Applicant fails to execute the License Agreement within the stipulated time.

Methodology & Evaluation of bids

9 The following common methodology be adopted and selection procedure would be made on the basis of combined quality cum cost base selection. The technical score will be given a weightage of 70% and the financial score will be given a weightage of 30%.

TECHNICAL EVALUATION CRITERIA

SI	Criteria	Supporting documents Mandatory									
01	<p>Criteria No.1- Max 40 points Agency should have successfully completed at least one contract for running restaurant in an important tourist places of importance, reputed educational institutions, Art & Craft Centre of national importance, any other renowned place being run by Govt/Trust.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">A</td> <td>Last five years only 1 contract</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">B</td> <td>Last five years A + 1 more contract under operation</td> <td style="text-align: center;">30</td> </tr> <tr> <td style="text-align: center;">C</td> <td>A+2 Contracts</td> <td style="text-align: center;">40</td> </tr> </table>	A	Last five years only 1 contract	20	B	Last five years A + 1 more contract under operation	30	C	A+2 Contracts	40	<p>Copy of self certified letter for award of contract/agreement work order along with completion certificate.</p> <p>Note : completion certificate is mandatory</p>
A	Last five years only 1 contract	20									
B	Last five years A + 1 more contract under operation	30									
C	A+2 Contracts	40									
02	<p>Criteria No. 2 – 30</p> <p>Awards & appreciation from reputed organisations- 10 (Per award 5 points)</p> <p>Media Coverage-10 [per media coverage of appreciation 2 points]</p> <p>Ratings in Zomato & Trip Advisor-on Regional Cuisine- 10 [per excellent review- 2 points]</p>	<p>Copy of self certified supporting documents for each category is required, which includes menu card of earlier canteens to prove regional cuisine.</p>									
03	<p>Criteria No. 3 – 30</p> <p>Annual turnover should be at least 200 lakhs each year in the least three consecutive financial years.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">A</td> <td>Firms having turnover of 200 lakhs.</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">B</td> <td>Firms having turnover of 200 - 400 lakhs.</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">C</td> <td>400 Lakhs & above</td> <td style="text-align: center;">10</td> </tr> </table>	A	Firms having turnover of 200 lakhs.	10	B	Firms having turnover of 200 - 400 lakhs.	10	C	400 Lakhs & above	10	<p>Certificate duly certified by CA /</p>
A	Firms having turnover of 200 lakhs.	10									
B	Firms having turnover of 200 - 400 lakhs.	10									
C	400 Lakhs & above	10									

	<p>Other conditions - Bidder securing consolidated marks of 60 and above will be declared qualified and financial bid of only those bidders will be opened.</p>	

Consortium Agreement

10 A maximum of two (2) consortium members are allowed with lead members maintaining minimum 51% stake in the consortium. In case of consortium, the applicant shall meet all provisions specified on consortium in this document. Other consortium related matters as follows:-

A. Additional Requirement for proposals Submitted by a Consortium

A consortium shall be eligible for consideration subject to the conditions set out below.

- a. The number of Members in a Consortium can be a maximum of 2(two).
- b. The Proposal should contain the information required for each member of the Consortium.
- c. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"),who shall have a share of at least 51% (fifty-one percent), till the end of License Period. The nomination(s) shall be supported by a Power of Attorney, as per the format provided in the RFP (please refer Form 6), signed by all other members of the Consortium. The representative of Lead Member shall be the single point of contact throughout the Bidding Process.
- d. The Lead Member must satisfy the eligibility criteria as required in Clause 1.7 for the RFP
- e. An individual Bidder cannot be a member of any other Consortium bidding for this RFP.
- f. Further, a member of a Consortium can neither submit Proposal for this RFP as an individual Bidder nor as a member of any other Consortium bidding for this RFP.
- g. Members of the Consortium shall enter into a binding '**Consortium Agreement**' / **Joint Venture (JV)** Agreement for the purpose of submitting the Proposal. The Consortium Agreement shall, inter alia:
 - Convey the intent to carry out scope of work as per RFP.
 - subject to the provisions of clause(c)above, the Proposal should contain the

- information required for each member of the Consortium;
- the Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
 - include a statement to the effect that, all members of the Consortium shall be liable jointly and severally for all obligations of the Licensee in relation to the Licensed space in accordance with the Agreement and the statement to this effect shall also be included in the JV /Consortium Agreement and the Agreement; and Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the JV/ Consortium Agreement without the prior written consent of the Authority/Licensor as the case may be.
- h. A copy of the Consortium Agreement should be submitted along with the Proposal. The Consortium Agreement entered into between the Members of Consortium should fulfill the above requirements, failing which the Proposal considered Non-Responsive. Refer Form 5 for JV/Consortium Agreement.

B. Change in composition of Consortium

- a. Lead Member cannot be re nominated/replaced/substituted during the entire License Period.
- b. For any change in the Consortium composition other than Lead Member, prior approval to be acquired from the Authority/Licensor as the case may be.

Fraud and Corruption

11. Client requires that applicants to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the Authority defines, for the purposes of this provision, the terms set forth below as follows:

- a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the applicant selection process or in contract execution;
- b) "fraudulent practice" means a representation or omission of facts in order to influence a selection process or the execution of a contract;
- c) "collusive practices" means a scheme or arrangement between two or more applicants, designed to influence the action of any party in License agreement.
- d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the applicant selection process, or affect the execution of a contract; and

Authority shall reject a proposal for award if it determines that the applicant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

Authority shall sanction a party or its successor, including declaring ineligible, either

indefinitely or for a stated period of time, such party or successor from participation in Authority-financed activities if it at any time determines that the applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a client-financed contract; and

Client shall have the right to require that, in applicant selection documentation and in contracts financed by the Authority, a provision be included requiring applicants to permit the Authority or its representative to inspect their accounts and records and other documents relating to applicant selection and to the performance of the contract and to have them audited by auditors appointed by the Authority.

Key Clauses of License Agreement

12. Following are the key clauses of license agreement, and Authority/Licensee may appropriately add/modify terms in draft license agreement.

Breaches/Surrender/Termination of License Agreement

Surrender of License Agreement by giving advance 90 days' notice:

Detailed in Draft Agreement.

Breach of License Agreement/Licensee's Events of Default: Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default:

- a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the Licensor without any contributory factor of the Licensee.
- b) If the Licensee fails to pay License Fee, utility charges, penalty or damage herein specified or any other due to be paid by the Licensee to the Licensor by the stipulated date.
- c) If the Licensee makes any change in ownership of License by sale, merger or acquisition.
- d) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- e) If the Licensee is in persistent non-compliance of the written instructions of officials authorized by the Licensor.
- f) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to employees/ tourists/ other occupants/ visitors or loss to property of the Licensor.
- g) If the Licensee is in violation of any of the other clauses of License Agreement and after three written notices (unless otherwise specifically mentioned therein) from the Licensor fails to cure the Default to the satisfaction of the Licensor.
- h) If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.

- i) If the Licensee engaging or knowingly has allowed any of its employees, agents, or contractors to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- j) If the Licensee has created any encumbrance, charges or favour of lien in any person or agency, over the Licensed Restaurant Space, save and except as otherwise expressly permitted under this Agreement.
- k) If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- l) If any petition for winding up of the Licensee has been admitted and liquid at or provisional liquidator has been appointed or the Licensee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Licensor, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.
- m) If the Licensee has abandoned the Licensed Restaurant Space for more than 30 days without written approval from the Licensor or his/her appointed representative.
- n) If the Licensee is found to be violating the list of banned/prohibited usage as mentioned in tender document

Force Majeure

13. Neither the Licensor nor Licensee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:

- a) Earthquake, **Epidemic**, Flood, Inundation, Landslide.
- b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- c) Fire caused by reasons not attributable to the Licensor.
- d) Acts of terrorism.
- e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- f) Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc, and
- g) Any other similar things beyond the control of the party, except court order/ court judgment.

Occurrence of any Force Majeure shall be notified to the other party within 15 days of such. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this

agreement by giving a notice of one week to the other party and interest free security deposit shall be refunded by the Licensor to the Licensee after adjusting outstanding dues, if any.

Condemnity and Insurance

14. The Licensee hereby undertakes to indemnify and hold the Licensor harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the fit-out; quality of the fit-out and the construction/ construction activities.

The Licensee hereby undertakes to indemnify the Licensor against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.

The Licensee hereby undertakes that the Licensor shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of his/her contractors/ sub-contractors. The Licensee shall indemnify and keep indemnified the Licensor against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses what so ever in respect thereof or in relation thereto.

The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act- 1976 including any subsequent amendment thereof and the rules made there under. Licensee shall indemnify the Licensor for any loss and damages suffered due to violation of its provision.

The Licensee hereby indemnifies the Licensor against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies the Licensee or against any liability arising in connection with the employment of its personnel in the said premises by Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to O&M Administration of Licensor, in accordance with the Licensor's policies regulations prevalent at that time.

The Licensee shall indemnify the Licensor from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.

The Licensee shall indemnify the Licensor from any damage charges to be incurred if the Licensed Restaurant Space has not been handed over to the Licensor in good condition as required under this agreement.

The Licensee shall indemnify the Licensor from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or the Licensor employees or loss to property of the Licensor.

The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless the Licensor, officers of the Licensor, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and

Applicable Permits.

The Licensee shall indemnify and keep indemnified the Licensor for any losses/penalties on this account levied by any judicial/statutory authorities/courts, in case, the Licensee misused all liabilities for mis-user charges and mis-user proceedings.

Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in premises of the Licensor, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. Upon the Licensor's request, the Licensee shall submit to the Licensor, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the Licensor harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the Licensor as a result of such default by the Licensor.

Prohibited activities at NCM&HKA:

- 15.** Any product/Service, sale of which is unlawful/ illegal or deemed unlawful under any Act.
- a) Any product, storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals, etc.
 - b) Sale of open liquor
 - c) Sale of tobacco and tobacco products.
 - d) Defacement of the building structure or façade or boundary.
 - e) Use of loud speakers
 - f) Use of musical instruments and band etc. without requisite permissions/approvals from concerned/Competent Authority (after 10 PM usage of the same shall not be allowed).

Signing of License Agreement

With 7 working days from the date of receipt of full payment of Advanced License Fee along with security deposit.

The Licensee is also required to submit hard copy of this tender document duly ink signed on each page for having accepted the terms of conditions on this agreement.

Security Deposit

The Licensee shall deposit to NCM&HKA an additional sum equivalent to 20% of the annual License fee for the entire period of tender as Security Deposit for the due and complete performance of the provision of these terms and conditions and the license agreement. This deposit shall be made in the form of a Bank Guarantee/ FD with valid for period of sixty days beyond the date of expiry of Licence period. This deposit is refundable subject to adjustments at the time of normal expiry of the Contract.

SECTION II: OTHER TERMS OF CONDITIONS

License period & Payment Terms

The License period shall be initially for five year term from commencement date and thereafter another term of five (05) years extendable or with provision of ROFR clause in future tenders subject to past performance .An annual escalation of 5% shall be applicable over the License Fee paid for the immediately preceding year. The License Fee will be payable annually in Two installments, in advance for every 6 months. Due date for calculating interest on belated payment will be the starting date for the said six month period as the payment is to be made in advance. Payments can be made through DD / Banker's Cheque or any other mode as approved by the Licensor but no cash transactions are acceptable.

After completion of License period, Licensee shall not reserve any right to the allotted licensed space. The Licensor shall have right to call for fresh proposal for the Licensed pace.

Licensee shall not be allowed to undertake any permanent construction in Licensed premises unless same is approved by the Licensor based on the need. Licensee can undertake temporary fit-outs appropriate to its business strategy on its own cost and with approval of authorised representative designated by the authority / Min of Textiles, Gol.

On expiry of License period or on termination, the licensee shall hand over the vacant possession of Licensed space peacefully, free from any encumbrances, to the licensor. The licensee shall be free to remove any materials her may have kept in the licensed space, however, any fit-outs and semi-permanent structures installed by licensee in the Licensed space will vest with the licensor.

Statutory documents and approval.

Licensee shall obtain all due permits, necessary approvals, licenses, clearances and sanctions from the competent authorities for all activities before commencement of operation.

Exist by Licensee

The Licensee cannot terminate or Exit from the License Agreement for one (i) year (i.e., twelve month) from the date signing of the agreement. In case of breach of this commitment by the licensee, complete advance License Fee by the licensee shall be forfeited. In such case interest free performance guarantee will be refundable after deduction of applicable dues/arrears/damages etc., subject to agreement conditions.

Post completion of one year of license term from the date of signing of the license agreement. The Licensee may terminate or exist the license agreement by giving advance 90 days notice during the license period, subject to fulfilling all conditions of License agreement. In such case the interest free balance license fee (for the remaining months of the license year post completion of 90 day notice period) and interest free performance guarantee will be refundable after deduction of applicable dues/ arrears/ damages etc., subject to agreement conditions.

Pre-mature License Termination or Breach of License Agreement.

In case the Licensee abandons the licensed space or terminates or exits License agreement without giving 90 days notice period to the Licensor or cancellation of License Agreement due to breach of agreement terms and conditions by licensee, complete advance License Fee and Security Deposit paid by the licensee shall be forfeited.

License Termination

In case of premature termination of License by the licensee or cancellation of License due to breach of contract terms and conditions by licensee, the Security Deposit and advance License fee paid by the licensee for the respective year, shall be forfeited.

Public Premise

National Crafts Museum & Hastkala Academy is public premise under the Public Premises Eviction of Unauthorized Occupants Act, 1971 as amended from time to time.

Concessional rate to Staff / Artisans of NCM&HKA

The Licensee shall provide working meals to staff/Artisans on Craft Demonstration Programme at NCM&HKA at pre-fixed rates on some essential mandatory menu as per the following details:-

Item	Rates [Rs.]
TEA & Snacks at WorkingPlace	
Tea 140ml.	10.00
Coffee [Nescafe / Bru etc.]	15.00
Bread Pakoda [large bread]/ Bread roll / samosa 80 gms. Veg Cutlet 50 grms. Each	15.00
Sweet Lassi [200ml.]	35.00
BREAKFAST	
5 nos. Puri, Subzi [100gms.] and Tea [100ml.] OR 2 Slices Bread and Butter and Jam +2 Eggs Omelet/boiled +Tea OR 2 pcs. Veg. Cutlet and bread/2 pcs. Stuffed Paranta with Curd/chutney+ Tea OR Cornflakes with hot milk and vegetable sandwiches and Tea [100ml with each or any combination] OR Poha / Upma [150-200 gm] with chutney and Tea	55.00
LUNCH / DINNER	
Fixed Thali Rice plate [200 gms], Dal [100 gms], Puri-4 nos/ Chapati-3 nos., Curd-100 gms, Seasonal Veg -100 gms, salad and pickle	60.00
Extra Items	
Chapati [Tawa]	6.00

Rice plate 100 grms	15.00
Curd Dal Fry/ Veg Curry 150 gm	25.00
2 egg Omelete with 2 slice breads	35.00

The Licensee shall provide Tea, Coffee & snacks/biscuits, breakfast, lunch and dinner to staff/artisans of craft demonstration programme at NCM&HKA at concessional rates fixed initially in this tender and to reviewed in advance for every alternate year with the approval of NCM&HKA. The rate for these meals will not be enhanced without the prior approval of NCM&HKA.

Mandatory Tea/ Coffee & Snacks of samosa / bread pakoda / daal vada etc./biscuits should be served to the staff members at their working areas-"minimum twice a day at around 11.00 AM and 15.30 PM.

III. Implementation Schedule

1. The Licensee is expected to fully operationalise services of the Cafeteria within 8 (eight) weeks of the award of contract. No parking facility will be available for visitors outside the National Handicrafts & Handlooms Museum.

1.2 If the Licensee after signing the contract fails to perform any contractual obligation, depending upon the gravity of violation/omission, the Licensee is liable to be blacklisted for a period up to 3 years, without prejudice to any other remedy under existing law.

IV. Termination for Default

2.1 HOD (NCM&HKA), without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Licensee, may terminate the License Agreement in the following circumstances:

2.2 If the Licensee fails to fully operationalise the Cafeteria within the time period specified in the License Agreement, or within any extension thereof granted by HOD (NCM&HKA);

2.3 If the Licensee fails to deliver any or all services contracted to be delivered under the License Agreement; or

2.4 If the Licensee, in the judgment of HOD (NCM&HKA) has engaged in corrupt or fraudulent practice in competing for or in executing Contract.

V. Use of Premises

3.1 The Licensee shall occupy and use the premises for the purpose of running the Cafeteria so as to provide amenities and facilities to the visitors and staff of NCM&HKA.

3.2 Any signage/advertisement/branding shall be decided and displayed only by NCM&HKA. The Licensee shall not display any signage/advertisement/branding other than that decided by NCM&HKA. Such signage/advertisement/branding shall not be used by the Licensee for any other purpose or at any other place.

3.3 The Licensee shall not display, exhibit or offer for sale any products, goods or other articles or provide services, which are outside the ambit of the agreed range of products, or services between NCM&HKA and the Licensee or which are repugnant to good morals or are of an indecent,

immoral or other improper character. Incoming to any determination enquired under this claim, it is expressly agreed that the decision of NCM&HKA shall be conclusive and absolutely binding and shall not be subject to dispute or review.

3.4 The Licensee shall not be entitled to allow any other person(s) to occupy the premises in its stead or to use any part thereof without the written permission of HOD (NCM&HKA).

VI. Compliance

4.1 The Licensee shall abide by all rules and regulations, by-laws and guidelines that NCM&HKA ay, from time, make or adopt or amend for the care, protection and administration of NCM&HKA and the general welfare and comfort of its visitors and employees.

4.2 The Licensee and its employees and agents shall be bound to comply with any instructions issued by NCM&HKA from time to time.

4.3 The Licensee will, during the continuance of this agreement, insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business.

VII. Control and Supervision

5.1 The overall control and superintendence of the said licensed premises shall remain vested with NCM&HKA, whose officers and agents shall at all times have the absolute right of entry into the said premises and be entitled to inspect the Cafeteria premises for its bona fide use, its state of repairs and compliance with the terms and conditions of the License Agreement, without disruption of the normal functioning of the cafeteria.

5.2 The Licensee shall deposit duplicate keys of the premises with NCM&HKA whenever it is so demanded and permit NCM&HKA to make use of the keys during any emergency. The Licensee shall not move or replace the lock on any door or change the locking device on any door of the licensed premises.

5.3 The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer of NCM&HKA.

VIII. Additions and Alterations

6. No addition/alteration at the Licensed Premises be undertaken without the prior approval of NCM&HKA. Layout and design of any proposed addition/alteration shall require written approval of NCM&HKA.

IX. Maintenance

7.1 The Licensee will keep and maintain the Licensed Premises and the area in and around the Licensed Premises in a clean, hygienic, proper and decent condition; and shall not suffer the premises to be held in a bad state of repair and outlook during the currency of the License Agreement. Further, the Licensee shall not in any manner injure the wall, floor or other structure of the building, not shall it cause any kind of hindrance or obstruction in the use thereof by NCM&HKA in any manner whatsoever.

7.2 If the Licensed Premises are not maintained in clean condition by the Licensee, NCM&HKA shall have powers to get the premises cleaned at the risk and cost of the Licensee and recover

liquidated damages at the rate of Rs. 100/- per day for each default up to 7 days and thereafter Rs. 200/- per day and can take other actions including termination of the license.

7.3 In the event of any damages being caused to the Licensed Premises, intentionally or otherwise, by the Licensee, or his/her/its employees or invitees or customers, NCM&HKA shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee to reimburse the cost thereof, which the Licensee undertakes to pay forthwith on demand.

7.4 The Licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the licensed premises or keep goods of combustible or inflammable nature, except as reasonably required by the Licensee for performing services under the License Agreement.

X Employees

8.1 The Licensee shall employ only such employees who are experienced. The Licensee will ensure that the staff engaged shall observe highest standards of courtesy, manners and professionalism while dealing with visitors and customers of the cafeteria and NCM&HKA.

8.2 The Licensee shall employ only such staff as shall have good character and be well behaved and skillful in their business. NCM&HKA shall be at liberty to forbid the employment of any person whom it may consider undesirable. The staff employed shall conform to such direction as may be issued by NCM&HKA in respect of time, stay and the points or routes of entry to and exit from the premises and in respect of the use of toilets and washrooms. The cafeteria manager shall also have the character of all persons employed by him verified by the police to the satisfaction of NCM&HKA before the employment.

8.3 The Licensee shall immediately remove any employee from the licensed premises if any employee misbehaves, causes nuisance, or is considered to be undesirable by NCM&HKA representative. NCM&HKA shall be at liberty to request the Licensee to replace or change any employee or other staff within 48 hours time, if so needed, upon which request Licensee shall forthwith replace such employee or staff.

XI Compensation or Concession

9.1 The Licensee will not be entitled to any compensation or concession in payment of the License Fee due to addition of any activity in the Licensed Premises by or on behalf of NCM&HKA or closure of any activity in NCM&HKA.

9.2 For breach of any Terms and Conditions of the License, NCM&HKA reserves its right to either terminate the license, or recover compensation from the Licensee for th damage suffered on breach [up to the limit of the security deposit deposited by the Licensee].

XII Duration, Termination and Renewal

10.1 The duration of the License shall be for period of 5 years from the date of award.

10.2 Deleted

10.3 NCM&HKA shall have the right to terminate the License by giving 90 days notice in writing without assigning any reason therefore, at any time.

10.4 The Licensee may also terminate the License by giving 90 days notice in writing.

10.5 NCM&HKA reserves the right to decide whether the Licensee will continue to operate the Licensed Premises, if the Licensee suffers a change of control whereby a third party, either directly or indirectly, jointly or on its own, acquires control of 51% or more of the Licensee equity or management control.

10.6 NCM&HKA will be entitled automatically to terminate this Agreement on the occurrence of any of the following events:

10.6.1 The Licensee is in breach of its responsibilities and obligations under this Agreement and these has not been rectified after having been given 15 days written notice by NCM&HKA;

10.6.2 The Licensee has a winding up or administration order made in relation to it;

10.6.3 The Licensee enters into a composition with its creditors pursuant to liquidation proceedings, or in the event that the Licensee enters into an arrangement with its creditors for repayment of debt; or

10.6.4 If the reputation of NCM&HKA is damaged on account of Licensee's dealings with third parties.

10.7 In the event of termination of License as provided here in above, NCM&HKA shall always be entitled to and shall have power at its absolute discretion to reoccupy forth with the Licensed Premises, without notice and without subjecting itself to any liability on that account and notwithstanding any intermediate negotiations or waive of breach thereof.

10.8 On expiry of the License period or on termination of the License by NCM&HKA on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the Licensed Premises in good condition and in peaceful manner along with furniture, fittings equipments and installations provided by NCM&HKA. Further, Licensee shall remove his/their goods and other materials within 3 days from the premises, failing which NCM&HKA reserves its right to remove such goods/materials at the cost and risk of the Licensee and demand payment for such removal. If such payment is not made within 10 (ten) days, NCM&HKA shall be at liberty to dispose off the goods/materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.

10.9 In the event of any default, failure, negligence or breach, in the opinion of NCM&HKA, on the part of the Licensee, in complying with all or any of the conditions of the License, NCM&HKA will be entitled and be at liberty to terminate the license forth with and resume possession of the Licensed Premises without payment of any compensation or damages and also claim in full or in part the amount deposited by the Licensee for due performance of the Agreement.

XII Insurance

11 At all times during the currency of the License, it shall be the responsibility of the Licensee to obtain insurance coverage in line with standard industry practice, including cover for fire, theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and NCM&HKA shall not be responsible for any loss or damages caused to the Licensee on any account whatsoever.

XIV Indemnity

12.1 Licensee shall indemnify NCM&HKA and hold it harmless from all claims, demands, damages, actions, costs and charges, including against liabilities towards customers or visitors, to which NCM&HKA may become subject, or which it may have to pay or be held liable for, by reason of any injury to persons, reputation or property suffered or sustained by any agent or employee of NCM&HKA or arising out of any activity or negligence or omission of the Licensee or its agents or employees while in or about the Licensed Premises or other premises of NCM&HKA.

12.2 Licensee shall indemnify NCM&HKA against any loss, claim, costs, damages to, or diminution of, its business and goodwill or any third party claims or proceedings brought against the NCM&HKA as a result, direct or indirect, of any prejudicial business practice of the Licensee or any misrepresentation of its relationship with the NCM&HKA. This indemnity shall be without prejudice to any other rights and remedies, which the NCM&HKA may have under the law.

XV Registration and Permissions

13 The Licensee shall ensure that all such licenses to be applied for by the Licensee, such as Food Safety and Standards Act 2006, and including Sales Tax/VAT, or obtained as may be required under the applicable laws, and shall be solely liable for violations and contraventions respecting its business. NCM&HKA shall in no way be responsible for the non-compliance of any of the laws respecting the business of the Licensee.

XVI Limitation of Liability

14.1 NCM&HKA shall in no way be liable for any loss or claims arising out of untoward incidents like theft, shoplifting, fire, riots, floods, natural calamities etc.

14.2 In case the Licensee suffers any loss on account of it being unable to carry on its business or restrained by NCM&HKA for contravention of any of the terms and conditions, the Licensee shall have no claim on NCM&HKA.

XVII Relations with Third Parties

15.1 No Third Party shall have any right against NCM&HKA in connection to the award of the License to the Licensee, or for operation of the Cafeteria.

15.2 The Licensee will obtain a Third Party Insurance and a copy of this should be submitted to NCM&HKA

XVIII Miscellaneous and General Terms for Tendering of Services in Operating Cafeteria.

16.1 The Cafeteria shall service food items, including snacks, soft drinks, tea, and coffee in specified areas.

16.2 The Licensee shall ensure that regional Indian cuisines are properly represented.

16.3 NCM&HKA will permit the Licensee to use a specified vacant space in the ground floor near bridge gate of the NCM&HKA building covering an area of approximately 250 sq.m (including kitchen) as Cafeteria.

16.4 The License Fee will be payable annually in Two installments, in advance for every 6 months. Due date for License fee is the starting date for the said six month period as the payment is to be made in advance. Payments can be made through DD/ Banker's Cheque or any other mode as approved by the Licensor but no cash transactions are acceptable. An annual escalation of 5% shall be applicable over the License Fee paid for the immediately preceding year

16.4(a) After completion of total ten years of license including aforementioned extensions or upon termination, the Licensee shall nor reserve any right to the allotted licensedspace.TheLicensorshallhavertocallforfreshproposalfortheLicensed place.

16.4(b) Licensee shall not be allowed to undertake any permanent construction in Licensed premises unless same is approved by the Licensor based on the need. Licensee can undertake temporary fit-outs appropriate to its business strategy on its own cost and with approval of authorized representative designated by the authority / Min of Textiles, Gol.

16.4(c) On expiry of License period or on termination, the licensee shall hand over the vacant possession of Licensed space peacefully, free from any encumbrances, to the licensor. The licensee shall be free to remove any materials her may have kept in the licensed space, however, any fit-outs and semi-permanent structures installed by licensee in the licensed space will vest with the licensor.

16.5 In addition, the Licensee shall pay for the electricity and water charges as per actual their consumption based on the separate meter provided by NCM&HKA. Cost of Unit rate as paid by NCM&HKA is applicable irrespective of less consumption/different slab rates. The water and electricity will be supplied to the Licensee from NCM&HKA's source, and for which the NCM&HKA shall take reasonable care to maintain adequate supply. However, NCM&HKA shall not be liable for any damage or loss which may be caused by any deficiency in water or electric supply and the Licensee shall not be eligible for any remission or compensation on such account. The supply of electricity and water by the NCM&HKA is subject to availability of normal supply from respective sources of BSES and DJB to NCM&HKA.

16.6 That in the event of failure to pay the annual License fee and other charges by due dates, simple interest @18% per annum will be payable on all delayed payments without prejudice too the rights and remedies of NCM&HKA.

16.7 The Licensee shall not use the LICENSED Premises, and other facilities provided specifically for the purpose of rendering service of operating the Cafeteria, for any purpose other than the culinary purpose agreed upon. The Licensee shall not violate this condition either in part or in whole by any means whatsoever.

16.8 The License to operate the Cafeteria shall be valid for a period 5 (five) years from the commencement date subject to satisfactory operation of the Cafeteria, as per the agreed terms and conditions. Thereafter, it may be re-tendered with ROFR clause or be renewed by NCM&HKA at its sole discretion, subject to satisfactory compliance of the terms of the License Agreement by the Licensee. The License may be cancelled at any time if the Licensee fails to abide by the terms and conditions of the License Agreement.

16.9 The Licensee shall be responsible for procuring and arranging all consumables for its use in relation to operation of the cafeteria.

16.10 NCM&HKA has installed the necessary kitchen equipment, including all fittings and fixtures, cooking and cooking equipment for the smooth functioning and effective delivery of service at the Cafeteria. Licensee shall be responsible for the ongoing maintenance and repair of all equipment, and shall bear all costs and expenses in relation thereto. In the event of termination of contract (by Licensee or Licensor), the License will ensure that all equipment is in excellent working order, failing which the Licensor will retain such part or all of the Security Deposit as necessary to repair / replace any damaged equipment.

16.11 Food prepared by the Licensee shall be made under good hygienic conditions, and the

standard of hygiene shall be strictly maintained. This will be inspected and ascertained by a Committee, appointed by NCM&HKA, whose direction will be binding on the Licensee. The food shall be fresh, wholesome and of good quality, Licensee shall abide by all applicable laws relating to sale of food, hygiene and safety etc.,

16.12 The Licensee shall be fully responsible for the cleanliness of the Cafeteria premises, which must be free of insects, mosquitoes, flies, dust and dirt. The appropriate authority shall inspect the cafeteria premises periodically, and NCM&HKA shall have the right to terminate the License if the premises are found to be in unsanitary condition.

16.13 The establishment of the Licensee shall be separate from the establishment of the NCM&HKA for all purposes and all respects. In no case will any kind of liability of the Licensee be borne or shared by NCM&HKA. The Licensee shall be responsible for indemnifying NCM&HKA for any such past, present or future liabilities.

16.14 The Licensee shall not erect or install any temporary structure, or fixture inside the Cafeteria.

16.15 The Licensee or any of his / her sales persons shall not sell / consume any hard drinks (such as any alcohol based drinks, and spirits), or narcotic drugs or other prohibited substances within the premises of NCM&HKA.

16.16 In respect of all persons engaged for rendering services directly or indirectly by the Licensee or under the Licensee, the Licensee shall be considered as their employer. The Licensee shall also be considered as principal employer under the Contract Labour (Regulation and Abolition) Act, 1970. The Licensee shall not pay less than the minimum wage as prevalent in the municipal area of New Delhi, and shall abide by applicable laws in deploying persons for carrying out and rendering the services for operation and management of the Cafeteria. The Licensee shall have no liability of any kind with regard to the employees of NCM&HKA.

16.17 The Licensee shall observe duly at all times the provision of Child Labour (Prohibition and Regulation) Act, 1986 and any other enactment made in this regard.

16.18 The Licensee, for the purpose of fulfilling his obligations, may deploy persons as employees, servers, cooks, etc., who are medically fit with no contagious diseases, who will wear prescribed uniform, who shall have good character and be fit for work in a museum cafeteria where high quality public service is expected. For such engagements, the licensee shall submit the names and credentials of his employees duly certified by the local police to NCM&HKA for approval for the sake of security of NCM&HKA. NCM&HKA reserves the right of approval or rejection of any such engagements. Replacement of employees of the Licensee shall be done by following similar formalities by the Licensee. Any recommendation by NCM&HKA for removal of an employee for valid reasons of indecency, misconduct, lack of integrity etc., shall be binding on the licensee for immediate compliance and replacement to be made by the Licensee.

16.19 While the existing security personnel of NCM&HKA shall remain vigil round the clock on campus, the Licensee shall made proper arrangements for the protection of his goods and items from theft/pilferage etc.

16.20 The Licensee is liable to pay compensation for any damage to NCM&HKA properties if caused by him or his staff. The extent of such compensation shall be determined by the authority of NCM&HKA and shall be binding on the Licensee.

16.21 The Licensee, including all persons deployed or engaged by the Licensee in any manner, shall abide by the security arrangements of NCM&HKA and shall be liable for search, frisking, scrutiny, physically or otherwise, by the security staff of NCM&HKA. The Licensee and all such persons and his

staff shall not reside inside the campus, except in special case emerging out of exigency, when NCM&HKA authority specifically instructs in writing that such staff members do so temporarily.

16.22 The Licensee shall provide working meal for staff at NCM&HKA at a rate to be fixed in advance with the approval of NCM&HKA. The rate for these meals will not be enhanced without the prior approval of NCM&HKA. A sample menu and price proposed for simple meal, for an average of 30 persons daily, should be included in the application as specified in Annexure 1.

16.23 The Licensee shall provide meal and refreshments for participants in programmes organized by NCM&HKA. Rates for these will be fixed in consultation with NCM&HKA.

16.24 For Service other than that mentioned above [in clause 16.22 and 16.23], the Licensee shall have the freedom to charge rates found suitable by him. However, it is advised that the price of foods and services offered by maintained at reasonable market level. A sample menu and prices proposed should be included in the application.

16.25 The Licensee shall pay to NCM&HKA 50% of the annual license fee for the first year in the form of a bank draft favouring PAO (Textiles), New Delhi within 15 days from the date of award order, and the balance 50% annual license fee for the first year shall be paid to NCM&HKA within a month from the date of execution of the License Agreement. From the second year onwards, the license fee will be payable annually in 2 (twice yearly) installments, in advance, as detailed in the License Agreement.

16.26 The charges for electricity, water and supporting facilities, shall be paid by the Licensee to NCM&HKA on monthly basis starting from one month after the execution of this agreement as per conditions laid down in previous clauses.

16.27 The Licensee shall provide decent liveries to the Cafeteria staff.

16.28 The Licensee shall comply with each and every requirement of the various local municipal and other statutory authorities for rendering services for running the Cafeteria.

16.29 The Licensee is not permitted to assign or in any way transfer the right under this license to any other person or agency.

16.30 NCM&HKA shall have full liberty to call for absolute tidiness, cleanliness, maintenance of equipment, furniture, fixtures as agreed upon and also to demand neat and clean liveries for those who will be deployed by the Licensee for the services as servers, cooks, etc.

16.31 The Licensee, for display of sign boards, rate list etc., will follow the logo, name, branding assigned by NCM&HKA. The specific spaces of NCM&HKA where such display shall be made will also require specific written permission of NCM&HKA.

16.32 The Licensee shall not exhibit/display in NCM&HKA any printed or written notice or advertisement of any kind whatsoever without the previous written approval of NCM&HKA. The Licensee will not display any brand identity or logo relating to the licensee.

16.33 The Licensee will not be allowed to use the cafeteria premises for parties or occasions other than those that NCM&HKA may organize.

16.34 In keeping with the context and themes of the Crafts Museum, the cafeteria will celebrate the craft of Indian cooking, with representation of a variety of Indian regional cuisines.

16.35 The Licensee will be expected, during special exhibitions held at NCM&HKA, to offer particular foods/menus that are appropriate or related directly to the exhibitions.

XIX Standard Safety Clauses

Licensee shall:

- 17.1 Not store combustible material for a period except as may be necessary for the delivery of contracted services.
- 17.2 Install, at his own cost, an adequate number of Fire Extinguishers [of weight/ capacity as per standard norms] and ensure that they are in fully functional condition at all times.
- 17.3 provide battery-operated emergency light.
- 17.4 not store liquid fuel of any kind.

XX Standard Health Clauses

18.1 The Licensed premises, structures and installations there on, shall be kept in clean and sanitary condition by the Licensee to the satisfaction of NCM&HKA.

18.2 The officer authorized by NCM&HKA may, without notice, enter the premises at anytime and inspect the premises, material instruments and implements etc., used by the Licensee.

18.3 All instructions given by the officer authorized or nominated by NCM&HKA or any person working under him to prevent spread of infectious diseases, control and prevention of nuisance from insects, rodents or any other source, shall be carried out by the Licensee and his agents or staff.

18.4 The Licensee shall notify to the officer nominated by NCM&HKA if any person working under him is suffering or suspected to be suffering or convalescing from any infection disease. The Officer nominated by NCM&HKA may order medical inspection of the sick person or any person who is suspected have been in contract with the person by such agency as he may direct and take any precautionary and preventive measure considered necessary.

18.5 The Licensee, his agent and staff, shall not, without consent of the officer nominated by NCM&HKA, interfere with, injure, destroy or render useless any work executed or any material or things placed in, under or upon any land or building, by or under the orders of such Officer, with the object of preventing the breeding or entry of mosquitoes or the maintenance of sanitation.

18.6 The Licensee, his agents and servants shall not abuse the water sources and drainage facilities provided in the building so as to create a nuisance or in sanitary situation pre judicial to public health.

18.7 In the event of any default, failure, negligence or breach in the opinion of the NCM&HKA on the part of the Licensee in complying with either of these conditions specified in foregoing sub-clause, NCM&HKA will be entitled and at liberty to cancel the license forthwith and resume possession of the premises without payment of any compensation or damages and claim in full or in part the amount deposited by the Licensee for the due performance of the license.

XXI Fire Prevention Clauses

19.1 The Licensee undertakes not to use gas heating/naked light in the Licensed premises other than inside the counter premises/ kitchen / restaurant canteen for which the License has been issued.

19.2 The Licensee hereby undertaken to take almost caution to prevent spillage of oil or other hazardous chemicals in the building. In the event total prevention is not possible without incurring extraordinary expense, the Licensee shall provide suitable bins/trays at appropriate places for collection of such spill, and shall dispose the collected spillage properly to avoid fire hazard or danger or unhygienic condition of the premises.

19.3 Licensee shall install, at his own cost, an adequate number of Fire Extinguishers [of weight/capacity as per standard norms for a cafeteria and kitchen of this size] and ensure that they are in fully functional condition at all times.

19.4 Licensee shall not to keep or cause any obstruction at the exit and escape routes in the premises under this license.

19.5 Licensee shall provide adequate number of waste bins with proper lids, in the appropriate places around the premises under this license.

19.6 Licensee shall not obstruct the location of fire points, fire extinguishers, fire hydrants, detectors and other operating points of any fire protection system.

19.7 Licensee shall not exceed the loading limits of power sources as specified by NCM&HKA and shall not make any loose or temporary connections in the building.

19.8 Licensee shall educate people to be deployed by it to be conversant with emergency and evacuation procedures and handling of portable firefighting equipment.

19.9 Licensee shall submit the premises for inspection of fire prevention measures every year, and the licensee shall comply with the recommendations made by inspecting officer.

19.10 Licensee should have the electrical circuit in the Cafeteria premises tested at least once a year and submit the test report to HOD, NCM&HKA. If any defect is noted, it should be rectified immediately and the compliance report furnished.

19.11 No cable should be laid on false- ceiling and partition wall, cable, wherever required, should be encased in metal cable trays.

19.12 Miniature circuit breaker and metal clad distribution board should only be used for electrical installations and distribution. ELCB should also be incorporated in the circuit.

19.13 Main switch Board, electric meter, distribution board etc, should not be fixed on any combustible material.

19.14 No combustible material should be stored under or close to the electric switch board/ distribution board/ meters etc., and the approach pathway/ corridors to electrical switchboards etc., should kept clear and free of any obstructions whatsoever.

19.15 If in the allotted space no false ceiling has been provide work will be undertaken by Licensee without specific approval in writing obtained in advance from NCM&HKA.

19.16 If the Licensee plans any false ceiling, its frame and panel etc. should not be made of wood or any such combustible materials. 'Fire retardant' material should be used for this purpose.

19.17 Internal partitions and other such modifications are prohibited within the licensed premises, unless written permission is obtained in advance from NCM&HKA.

19.18 Wherever a false ceiling is provided, storing of any type of material above the false ceiling is prohibited.

19.19 Appropriate housekeeping measures should be undertaken at all the times to keep the premises, and the area leased out around the premises, neat, clean and free from any garbage and

disposable materials.

XXII Clarifications, Disputes and Settlements

20.1 That in case of any dispute arising between NCM&HKA and the Licensee, in respect of the interpretation, conduct or performance of any terms or conditions of these presents, the same shall be referred to the sole arbitration of a person who may be appointed by NCM&HKA for the purpose, under the provisions of Arbitration & Conciliation Act, 1996, as aforesaid is or has been an employee of NCM&HKA and the award of the arbitration will not be challenge or be open to question in any court of law on this account.

20.2 Both NCM&HKA and Licensee agree to be bound by the decision of the arbitration and that the decision of the arbitration shall be final and conclusive and not open to any challenge or review. Both the parties here to expressly agree that the appointment of any person as arbitration would not be invalidated or the decision of the arbitration would not be vitiated merely on the ground of his /her being associated with NCM&HKA as one of the officers or in any other capacity whatsoever.

XXII Jurisdiction

21 In case of any dispute where legal action is compelled to by initiated by any of the parties, jurisdiction of the courts shall be New Delhi.

XXIV Force Majeure

22.1 Neither party shall be deemed to be in breach of this agreement if failure to comply with the requirement of this agreement is due to circumstances beyond the control of NCM&HKA or Licensee.

22.2 If because of any strike or lockout either in NCM&HKA or in the Local area, the Licensee is unable to function or his business is affected, NCM&HKA shall not be liable for any loss, which the Licensee may suffer in such an event. However, rebate in the license fee due to natural calamities may be granted as per the merit of the case and policy laid down by NCM&HKA from time to time.

XXV Notices

23 Any notice which is required to be given either by the Licensee or NCM&HKA, will be in writing, and will be sent to the address as the recipient may designate by notice at the address provided in the License Agreement. Notices may be delivered by pre-paid post, receipted e mail or facsimile transmission and will be deemed to have been served, if by post, three business days after posting and, if any facsimile transmission or email, when dispatched or, if such day of delivery is not a business day, on the next following business day.

XXVI Transferability, Assignment and Sub-Contracting

24. The Licensee does not have the right to transfer the benefit of this License Agreement or to delegate any obligations to a third party without the prior written consent of NCM&HKA. The Licensee shall not, unless with the written consent of NCM&HKA, create a sub-contract of any description with regard to this License or any part thereof, not shall he without such written consent as aforesaid, assign or transfer his license or any part thereof.

SECTION-III
Technical Bid Application Form for Licensing of Restaurant at NCM&HKA

To,
Sr. Director NCM&HKA

Sub: Technical Bid for License rights of Restaurant Space at NCM&HKA

Sir,

With reference to above subject, I/we, having examined the Bid Document and understood their contents, hereby submit my/our Proposal for the aforesaid License Rights at NCM&HKA and selection process. The Bid is unconditional and unqualified.

1. I/We acknowledge that Authority shall be relying on the information provided in the Proposal and the documents accompany fag the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

3. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

4. I/We declare that:

(a) I/We have examined and have no reservations to the Bid Document, including Addendum/ Corrigendum, if any, issued by Authority; and

(b) I/We do not have any conflict of interest in accordance with provisions of the Bid document; and

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with Licensor; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid Document, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the information given by us along with the Application in response to the RFP for the above subject were true and correct as on till date of making the Proposal and are also true and

correct as on the proposal due date and I/we shall continue to abide by them.

5. I/ We understand that you may cancel the Bidding/Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Applicants to Bid for the above subject, without incurring any liability to the Applicants, in accordance with provisions of the RFP document.
6. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Applicant, or in connection with the Bidding/Selection Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.
7. In the event of my/ our being declared as the Successful Applicant, 1/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid due date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
8. I/ We have studied all the RFP and Proposal Document carefully and also surveyed the proposed Restaurant space. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding/Selection Process including the award of License Agreement.
9. I/We shall submit Security Deposit to the Licensor in accordance with the RFP Document.
10. I/ We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, 1/we shall have any claim or right of whatsoever nature if the License rights as mentioned in above Subject are not awarded to me/us or our Proposal is not opened or rejected.
11. The financial offer has been quoted by me/us in the financial proposal after taking into consideration all the terms and conditions stated in the RFP document, Draft License Agreement, addenda/ corrigenda, our own estimates of costs and after a careful assessment of the Restaurant space /site.
12. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.
13. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Proposal due date specified in the RFP.
14. I/We undertake that I/we am/are not barred by the Authority, or any government entities in India from participating in its tenders/project sort here is no bar subsists as on the Proposal Due Date,
15. I/ We hereby submit our Proposal, RFP document and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

In witness thereof, I/ We submit this Proposal under and in accordance with the terms of the RFP document. Yours

(Signature, name and designation of the Authorized signatory)

Name and seal of Applicant

Date: _____

Place: _____

Annexure 1**INFORMATION AT A GLANCE: TECHNICAL BID**

(All information should be given in writing with complete details
Mentioning words see at page number.. or Attached or Yes etc are not acceptable)

Sl No			Page No from-to
01	Name & Address of the Agency includes name of authorized signatory, his office address, phone, mob, Email ID etc relevant document to be attached		
02	Type of Agency & its Registration number & date (Proprietorship/Partnership/ Private Limited / Limited Co., relevant document to be attached		
03	GST Number PAN Number FSSAI valid license number etc relevant document to be attached		
04	Details of MDC / local Corporation Hygiene & Health Clearance Certificate. relevant document to be attached		
05	Annual turnover of the firm for last three consecutive f/y (Copy of audit balance sheet certified by CA along with ITR for last 3 years be attached).		
06	Details of experience in running cafeteria/canteen/ food court etc with period from and to relevant document to be attached		

07	Details of exp of successfully completing at least two contracts for running restaurant / food court in Govt, of India's Museum/Art & Craft Centre to tourist place / Trust etc in the last five years		
----	--	--	--

Stamp with signature
of authorized signatory

Annexure 1
(Page . . . 2)

08.	Details of trade license for operating Restaurant business issued by the concerned authority. relevant document to be attached		
09.	Details of Earnest Money Deposit (EMD) / Exemption supporting documents i.e., DD details or MSME / NSIC Regn No. & date relevant document to be attached		
10.	Affidavit for never have been black listed by any of the Central / State organization and no court case/ Arbitration proceeding is pending against the agency, if so details thereof and the outcome may be mentioned.		
11.	Other Information, if any		

Below mentioned valid documents issued in the name of bidder, can be submitted as proof of Incorporation/Registration

- SSI Registration
- Valid Business License or Certificate of Registration issued by State / Central / Local Government authority
- Registration certificate/license issued by Municipal authorities such as Shop & Establishment Certificate / Trade License
- GST/CST/VAT/Service Tax Certificate or Letter of Registration for GST/ CST/VAT/Service Tax
- Complete Income Tax return (ITR4) duly acknowledged by Income Tax authorities.

- Import-Export certificate (IEC Code) issued by the Director General of Foreign Trade.

5. It is hereby declared that I/We have submitted only 1(One) tender for this Restaurant space and shall adhere to all terms and conditions as specified in the RFP document.

For and on behalf of
(Name of the Applicant) _____

Signature

(Name of the Authorized Signatory) _____

Designation: _____

Place: _____ Date: _____

Annexure 2

SELF ASSESSMENT FOR 100 POINTS METHODOLOGY

Self assessment by bidder is to be made based on the criteria for technical evaluation as mentioned at page no. 4 of this tender document to know the scoring of the points :-

SI	Criteria wise maximum marks	(Marks assessed by bidder)	Write Justification / details of specific criteria fulfilled by bidder with page number of supporting documents	Remarks (To be filled by committee)
01	Criteria No. 1 Max 40 points (successful completion of running restaurant at specific places)			
02	Criteria No .2 Max 30 points (Awards , ratings/cuisine etc)			

03	Criteria No. 3 Max 30 points (Annual turnover based)			
-----------	--	--	--	--

For and on behalf of
 (Name of the Applicant) _____

Signature
 (Name of the Authorized Signatory) _____

Designation: _____

Place: _____ Date: _____

Annexure 3

Financial Capacity of the Applicant Firm/Bidder

(Certificate from Statutory Auditor/ Chartered Accountant)

Information from balance sheet				
	As on 31 Mar 2021	As on 31 Mar 2022	As on 31 Mar 2023	
Total Assets				
Total Liabilities				
Net worth				
Current Assets				
Current liabilities				

Information from income statement				
	f/y 2020-21	f/y 2021-22	f/y 2022-23	
Revenue from restaurant business				

Total Revenue				
Profits before Taxes				

Certificate from Statutory Auditor / Chartered Accountant

This is to certify that _____ (Applicant/bidder) has the turnover from one or multiple of the following businesses catering, hotels, restaurants, cafes, takeaways, canteens, event planning and management and theme parks.

Name of the Audit Firm:

Seal of the Audit Firm:

Date:

Name and Signature of Authorized Signatory

Annexure 4

Proposed Menu/ Regional Cuisine with Price

Note : Copies of Menu Card of earlier / present running restaurants or etc are also to be attached.

Annexure 5 (Consortium Agreement)

[on non-judicial stamp paper of Rs. 100/-]

Consortium Agreement

THIS AGREEMENT is executed at _____ on this _____ day of _____ 2018 between

_____ a Company registered under the Companies Act 1956/ 2013 and having its registered Office at _____ (here in after referred to as "the Party of the First Part") and _____ also a Company registered under the Companies Act 1956 and having its registered office at _____ (here in after referred to as "the Party of the Second Part")

WHEREAS:

- i) All the Parties of the First and Second Part are entitled to enter into joint venture/ partnership with any person or persons including a company for carrying on the business authorized by their respective Memorandum of Association.
- ii) The Parties hereto propose to participate as a Consortium to Bid based on the Request for proposal (RFP) published by Authority for Licensing of Restaurant Space ("the Proposal") by pooling together their resources and expertise.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1) That the Parties here to agree to carry on the business in Joint Venture on the broad terms and conditions as per the License Agreement.

2) That in the event the Parties here to succeed in the Proposal for the Licensed Space, the JV Consortium will undertake the role in accordance with terms and conditions of the RFP and will execute the License Agreement and all the documents /writings / papers with the Licensor and undertake the operations of the Licensed space in accordance with the terms of License Agreement.

3) That it shall be ensured that _____ ("the Lead Member") holds, either directly or through its Affiliate, provided that the same affiliate is a member of the bidding consortium, at least 51% in the JV/Consortium during the License period from the Compliance Date. Any change in composition of the Consortium/JV, including lead and non-lead members shall be at the sole discretion and with prior written permission of Licensor during the License period from the Compliance Date.

4) That it shall be ensured that _____ ("the Lead Member") holds, either directly or through its Affiliate, provided that the same affiliate is a member of the bidding consortium, maximum number of shareholder in consortium shall not be more than 2 (Two), during the License Period.

5) The roles and responsibilities of the Members of the Consortium shall be as follows:

a) The Party of the First Part (Lead Member) shall be responsible for:

- (i)
- (ii)
- (iii)

b) The Party of the Second Part shall be responsible for:

- (i)
- (ii)
- (iii)

Each of the Parties shall be liable and responsible jointly and severally for:

- i Compliance of all statutory requirements as maybe applicable in respect of the operation of Licensed Space during the entire License Period.
- ii Contribute to the Joint Venture, all of its management and business expertise, competence and acumen for the success of the operation of Licensed Space.

(Note: Role & Responsibility of all members of the Consortium shall be included in the above para)

6) That the minimum share of each Party (Member) (in percentage term) in the JV/Consortium shall be as follows:

Name of the Party (Member)

%of share

7) That the responsibility of all the members of the Consortium shall be joint and several at every stage of License Period.

8) That in case the Licensed Space is awarded to the Consortium, the Consortium will carry out all the responsibilities as the Licensee and will comply with all the terms and conditions of the License Agreement as would be entered with the Licensor.

9) That this Consortium Agreement shall remain in full force and effect till the License Agreement is signed.

10) That nothing in this Agreement shall be construed to prevent or disable any Party here to carry on any business on their own in terms of their respective Memorandum of Association.

(Note: The above provisions are mandatory, the Consortium may add any other provision, if required)

IN WITNESS WHEREOF the parties have put their respective hands the day and year first herein above written.

(Signed and delivered for and on behalf)

Of the within named M/s
by its Director,
.....

duly authorized in the presence of

(Signed and delivered for and on behalf)

Of the within named M/s
by its Director,
.....

duly authorized in the presence of

Annexure 6

[on non-judicial stamp paper of Rs. 100/-]

POWER OF ATTORNEY BY EACH MEMBER OF THE BIDDER, IN FAVOR OF THE LEAD MEMBER

Dated _____

POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

WHEREAS we have decided to participate in the bidding process for the **Licensing of Restaurant Space at NCM&HKA** as a member of consortium, we,[name of the

authorizing company], accompany incorporated under the laws of,the registered address of which is.....hereby duly authorize.....[Name of Lead Member],the registered address of which isto lawfully represent and act on our behalf as the Lead member of the Consortium/ Joint Venture to sign any qualification statement, Proposal, conduct negotiations, sign contracts/License Agreement, incur liabilities and receive instructions for us and on our behalf and execute all other necessary matters in connection with the Licensed Space.

We hereby confirm that we are jointly and severally liable, together with the other members of the Consortium/Joint Venture, to the Authority and Licensor for all of the obligations of the Consortium/ Joint Venture in respect of our Proposal for the Licensed Space, in accordance with this RFP document for the Licensed Space issued on _____ and as amended prior to the date hereof. We hereby ratify and confirm that all the acts done by our said attorney _____ (name of lead entity/member) shall be binding on us as if the same had been done by us personally.

IN WITNESS WHEREOF, we have hereunto set our respective hands thisday of.....2024 in the presence of the following witnesses.

Witness 1
Signature _____
Name _____
Address _____

Witness 2
Signature _____
Name _____
Address _____

By: [The authorizing company]

Signature: [Signature of authorized signing officer]

Name: [Name of authorized signing officer]

Title: [Title of authorized signing officer]

* Any change in the designated person(s) should be informed to Authority/Licensor along with a similar Power of Attorney in favor of such person(s).

Annexure 7

[on non-judicial stamp paper of Rs. 100/-]

Power of Attorney by Lead Member/ Partner in favor of Designated Person(s)

Dated _____

POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

Shri (Name of the Person), domiciled at (Address), acting as (Designation and name of the Firm), and whose signature is attested below, is hereby authorized on behalf of (Name of Bidder) to sign and submit the proposal, negotiate and settle terms and conditions, finalize, approve, sign and execute Agreements, Documents, Endorsements, Writings, etc. as may be required by Authority/ Licensor for "**Licensing of Restaurant space at NCM&HKA**" and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Shri)

We hereby ratify and confirm that all acts done by our attorney (name of designated person) shall be binding on us as if same had been done by us personally.

IN WITNESS WHERE OF, we have hereunto set our respective hands this day of 2024-in the presence of the following witnesses,

Witness 1

Witness 2

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

By: [The authorizing company]

Signature: [Signature of authorized signing officer]

Name: [Name of authorized signing officer]

Title: [Title of authorized signing officer]

* Any change in the designated person(s) should be informed to Authority/Licensor along with a similar Power of Attorney in favor of such person(s).

Annexure 8 Declaration cum Undertaking

Disaster Management Protocol

I/We hereby declare that, in case we are allotted the Licensed space, I/ we shall adhere to the 'Disaster Management Protocol',

NON TEMPERING OF TENDER DOCUMENT

I /we (authorized signatory)hereby declare that the tender document submitted has been downloaded from the website "http://www.handicrafts.nic.in & http://www.eprucure.gov.in and no addition /deletion / correction has been made in the proforma downloaded.

(FOR EPF & Misc provisions Act 1952)

I / we (name of the contractor/agency) hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952 and authorize Sr Dir, NCM&HKA to recover any payment that arises due to failure to comply with any of the Labour legislations and statutory conditions viz., Labour, EPF, ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT. TENDER BY DoT/GOVT. DEPT

I/ We hereby declare that the firm/company namely M/s has not been blacklisted or debarred in the past by any other Government organization from taking part in Government tenders.

Or

I/ We hereby declare that the firm/company namely M/s has not been blacklisted or debarred in the past by any other Government Department from taking part in Government tenders for a period of years w.e.f. The period is over on And now the firm/ company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by Sr Dir (M) EMD /SD shall be forfeited. In addition to the above O/o Sr Dir (M) will not be responsible to pay the bills for any completed/ partially completed work.

NO NEAR RELATIVE(S) OF THE CONTRACTOR WORKING IN NCM&HKA

I/we hereby certify that none of my relative(s) as defined in the tender document is/are employed in NCM&HKA as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, NCM&HKA shall have the absolute right to take any action as deemed fit, without any prior intimation.

Signature of the tenderer with seal.

SECTION – IV : FINANCIAL BID
LICENSING OF CANTEEN (LOTA CAFÉ) AT NCM&HKA

- a) I/we shall pay to Licensor a License fee of Rs. _____ per month (in figures) (rupee _____)(inwords)
- b) I/we shall also pay the other utility charges like, electricity, water etc.

- c) I/we undertake that the licensed Restaurant shall not be utilized for business / trade other than as identified in the RFP for this Restaurant.
- d) I/we confirm that I/We shall be responsible for making required safety and security arrangements for the licensed space, and acknowledge that, the Licensor shall not be liable for any security or safety related matters of the licensed space.
- e) I/we acknowledge and confirm that we have undertaken an independent due-diligence of all aspects of the Licensed including but not limited to technical and financial viability, legal framework, kitchen and operational requirements and based on the same, we are hereby submitting our Proposal in accordance with the terms and conditions of the RFP.
- f) I/we confirm that all applicable terms and conditions as specified in the RFP and License Agreement shall be adhered to by me/us during the entire License Period.
- g) I/we understand that allocation of Restaurant space will be done on ranking of the bid.
- h) I/we undertake that we shall provide all required inputs from our side within time indicated by the Authority, to avoid cancellation of my bid.
- i) I/we hereby acknowledge that Authority reserves all rights to modify, cancel or make appropriate reservations as per Authority's discretion in the selection process.
- j) The arithmetical errors shall be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words shall prevail.
- k) I/we understand that all stamp duties for registration of built-up Restaurant space required for the execution of License agreement in pursuance of this Bid, shall be borne by Licensee.
- l) I/we undertake that, if any loss incurs during License Period, to any movable/ immovable properties of the License Space, cost of same will be borne by Licensee. In case Licensee does not rectify damages, same shall be recovered from Security deposited by Licensee.
- m) This offer is being made by me/us after taking into consideration all the terms and conditions stated in the bid document, and after careful assessment of the Restaurant space offered, all risks and contingencies and all other conditions that may affect the financial bid.
- n) I/we agree to keep my/our offer valid for 180 days from the due date of submission of this Bid.

Authorized signatory
Name & Seal of the Applicant

Name: _____ Designation: _____

Company Name: _____

Address: _____

Contact: _____

SECTION V DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

- (a) **"Agreement"** means the License Agreement to be executed between the Licensor and the Selected Bidder in the format approved by The Licensor and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- (b) **"Applicable Laws"** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/notifications issued by

them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.

(c) **"Permits"** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, sanctions, registrations and franchises from concerned authorities.

(d) **"Applicable Permits"** means all clearances, permits, authorizations, consents, sanctions and approvals required to be obtained or maintained under Applicable Law, in connection with the licensing and operation of "Restaurant" during the subsistence of this Agreement.

(e) **"As is where is basis"** means Licensee shall be Licensed the said space, equipment's, installations, fittings, furniture's and fixtures on 'as is where is basis' and the Licensee shall not make any additions or alterations in the Licensed space, installations including electric installations and wiring without the prior permission of the Licensor in writing and when permitted by the Licensor the said additions and alterations shall be carried out by the Licensee at their own cost. Licensee shall not be entitled to any compensation for any additions carried out by the min the licensed space. Licensee shall be free to remove any materials he may have kept in the licensed space, however, any fit-outs and semi-permanent structures installed by licensee in the Licensed space will vest with the licensor.

(f) **"Bid"** means the documents in their entirety comprised in the RFP, including all clarifications, addenda and revisions issued by the Licensor to the Bidders, the Proposal submitted by the successful Bidder(Licensee)in response to the Request for Proposal in accordance with the provisions thereof.

(g) **"Bidder"** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or consortium etc.

(h) **"Earnest Money Deposit"** means the refundable amount submitted by the interested applicant along with the Bid to the Licensor.

(i) **"Change in Law"**means the occurrence or coming into force of any of the following after the date of signing this Agreement:

- (a) The enactment of any new Indian law
- (b) The repeal, modification or re-enactment of any existing Indian law
- (c) Any change in the rate of any Tax

Provided that Change in Law shall not include:

i. Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)

ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.

(j) **"Commencement Date"** means the date of commencement of License Period.

(k) **"Consortium Members"** means _____, _____ & _____.

(l) **"Clearance"** means, as on the date of executive of this Agreement, any consents, licenses, approvals, permits, exemptions, registrations, fillings or other authorization of whatever nature, which is necessary for effective operation of the licensed space;

Draft license agreement for Restaurant

(m) **"Damages"**shall mean any claim of The Licensor against the Licensee for breach of this Agreement, including but not limited to, losses, damages to installations and furniture, dues, arrears etc. against which the Licensee shall be entitled to claim and adjust the Security Deposit.

(n) **"Encumbrances"**means, in relation to the licensed space, any encumbrances such as

mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities, where applicable herein.

(o) **"The Licensor"** means President of India, through Development Commissioner (Handicrafts), Ministry of Textiles, Government of India.

(p) **"Authorized Signatory for Licensor"** means Sr Dir (NCM&HKA) or any other officer Authorized by competent authority as Authorized Signatory of NCM&HKA.

(q) **"Licensee"** means the selected bidder, who has executed the License agreement with the Licensor pursuant to bidding process for carrying out commercial activities (excluding prohibited activities) in the Licensed space at NCM&HKA.

(r) **"Security Deposit"** means interest free Security Deposit to be furnished by Licensee to the Licensor in the format acceptable to the Licensor and as per terms and conditions of License agreement, to be released after successful completion of license period.

(s) **"License"** means the licensing rights granted by the Licensor to the selected bidder for commercial activity (excluding prohibited activities), inside the Licensed space at NCM&HKA, based on the terms and conditions of the License Agreement.

(t) **"License Fee"** means the amount payable by the Licensee to the Licensor as per terms and conditions of the license agreement along with any kind of Central or State Taxes, local levies, statutory dues, etc that may be payable by the Licensee as per prevalent law.

(u) **"License Period"** means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the terms of this Agreement.

(v) **"Lead Member"** is the member leading the consortium duly authorized by other consortium members. The representative of Lead Member will be the single point of contact throughout the Concession Period.

(w) **"INR", "Rs." or "Rupees"** refers to the lawful currency of the Republic of India;

(x) **"Selected Bidder"** means the bidder who has been selected by the Licensor, pursuant to the bidding process for award of License.

(y) **"Lota Cafeteria or "Licensed Space"** means licensed Space namely the specified area of 250 sq m 9 appx)"as is where is basis "in NCM&HKA for commercial activities (excluding prohibited activities as specified in tender document), given on License basis by The Licensor to the Licensee under and in accordance with this Agreement.

(z) **"Tax"** means and includes all taxes, fees, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.

(zi) **"License Termination"** means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this Agreement.

(zii) **"License Termination Date"** means the end of the License period from the commencement date or date of sooner determination of the License period in accordance with the terms of this agreement whichever is earlier.

SECTION VI

GENERAL INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in/eprocure/app>. The bidders must carefully follow the instructions:

- i. Possession of valid Digital Signature Certificate (DSC) and enrolment/ registration of the contractors /bidders on the e-procurement/e-tender portal is a **prerequisite** for e- tendering.
- ii. Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- iii. Bidder need to login to the site through their user ID/ password chosen during enrolment/ registration.
- iv. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/ SIFY/ TCS / nCode/ e Mudra or any Certifying Authority recognized by CCA India one-Token/ Smart Card, should be registered.
- v. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- vi. Contractor/Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.
- vii. After downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- viii. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum Addendum published before submitting the bids online.
- ix. Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolments/registration and then by giving the password of the e-Token/ Smart Card to access DSC.
- x. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- xi. From my tender folder, he selects the tender to view all the details indicated.
- xii. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- xiii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is More than 2 MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- xiv. Bidder should take into account the corrigendum / Addendum published from time to

time before submitting the online bids.

xv. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

xvi. Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.

xvii. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

xviii. The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.

xix. The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

xx. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

xxi. The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.

xxii. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified /replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

xxiii. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

xxiv. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

xxv. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the E tender system. The bidders should follow this time during bid submission.

xxvi. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized

persons during bid submission & not be viewable by anyone until the time of bid opening.

Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: **1800-3070-2232** or send an email to – **cphp-nic@nic.in**

SECTION VII : DRAFT AGREEMENT

INDIA NON JUDICIAL
Government of national Capital Territory of India
e – Stamp

Certificate No.	:	
Certificate issued Date	:	
Account Reference	:	
Unique Doc. Reference	:	
Purchased by	:
Description of Document	:	Article 5 General Agreement
Property Description	:	Not applicable
Consideration Price	:	
First Party	:
Second Party (NCM&HKA)	:	National Crafts Museum & Hastkala Aacdemy
Stamp Duty Paid by	:
Stamp Duty Amount (Rs.)	:	100 (One Hundred only)

----- Please write or type below this line -----

AGREEMENT LICENSING OF RESTAURANT (LOTA CAFÉ) AT NCM&HKA

The agreement entered into at New Delhi on this _____ day of (Month) _____ (year) _____ between the President of India acting through Senior Director, National Crafts Museum & Hastkala Aacdemy (NCM&HKA) also known as Crafts Museum is a subordinate office of the Development Commissioner (Handicrafts) ,Ministry of Textiles having its office at Bhairon Road, Pragati Maidan, New Delhi herein after referred to as **Licensor** (which expression shall unless repugnant to the context there of means and includes its successors and assigns) of the First Party.

AND

Having its registered office at

And represented by (PROPRIETOR / COMPANY/ CONSORTIUM)

hereinafter called "**Licensee**"(which expression shall unless repugnant to the context or meaning there of include the successors and assigns) of the Second party.

WHEREAS

With reference to Open offer tender, the Licensee has agreed to operate the afore said Cafeteria "as is where is basis", herein after referred to as "Lota Cafeteria", on payment of Advanced License Fee @ Rs. _____(Words Rupees)

along with applicable taxes and other charges to Licensor on the terms and conditions here under contained in tender document.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- A. The following documents shall be deemed to form part of and be read and construed as part of this agreement in order of their priority, namely:
 - i. Complete Tender document includes technical bid and financial bid submitted by the Licensee, LOI, Award Letter and any other related documents.

The Licensee here by covenants as follows:-

- i. Licensee hereby assumes responsibility for licensed space of Lota Cafeteria at National Crafts Museum & Hastkala Aacdemy (NCM&HKA) Bhairon Road, Pragati Maidan, New Delhi. Licensee shall be responsible to manage, operate, maintain and the vacate Licensed Space as specified in this Agreement at its own cost, All the alterations, installations, operations and formats proposed by the Licensee are subject to approval by the Licensor with regard to operational feasibility, aesthetics, and safety and security concerns.
- ii. Licensee irrevocably agrees to make all payments including license fee, common area maintenance charges and other amounts due to the Licensor as per this Agreement as

and when due, without delay or demur, without waiting for any formal advice from the Licensor in this regard.

iii. The Licensee confirms having examined the potential location of the Licensed Space inside National Crafts Museum & Hastkala Aacdemy in detail and fully understands and comprehends the technical and operational requirements of the Lota Cafeteria. The Licensee also confirms full satisfaction as to the business viability of the licensed space inside National Crafts Museum & Hastkala Aacdemy and here by voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of license fee and other amounts due to the Licensee under this License Agreement.

B. That The Licensor and Licensee represent and warrant that they are empowered, authorized and able to make this agreement.

In Witness where of the parties here to have caused this agreement to be signed in their respective hands as of the day and year first before written.

...../...../20....
(.....
....)
**Authorized Signatory
FOR AND ON BEHALF OF
LICENSOR**

...../...../20....
(.....
....)
**Authorized Signatory
FOR AND ON BEHALF OF
LICENSEE**

In Witness where of the LICENSEE and the LICENSOR have set their hands here unto on the day, month and year first written above in the presence of the following witnesses:

LICENSOR

LICENSEE

Signature Not Verified

Digitally signed by SOHAN KUMAR JHA
Date: 2024.03.10 14:18:35 IST
Location: eProcure-EPROC

