

REQUEST FOR PROPOSAL

**For Licensing of Restaurant Spaces
in
Deendayal Hastkala Sankul (Trade Centre & Museum),
Varanasi**



February 2018

MINISTRY OF TEXTILES

UDYOG BHAWAN

NEW DELHI – 110 011

WEBSITES: eprocure.gov.in/epublish/app, www.nhdc.org.in and www.handlooms.nic.in

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NHDC also accepts no liability of any nature whether resulting from negligence or otherwise

howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

NHDC may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

NHDC may also withdraw or cancel the RFP at any time without assigning any reasons thereof. NHDC reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that NHDC is bound to select Applicant or to appoint the Successful Applicant, as the case may be. NHDC reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NHDC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and NHDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

TABLE OF CONTENTS

Disclaimer and Confidentiality	2
Notice Inviting Tender (NIT).....	6
Term Sheet	8
SECTION 1: Instructions to Bidders (ITB)	13
1.1 Background	13
1.2 Brief description of Restaurant Spaces:	13
1.3 Details of Restaurant Spaces.....	14
1.4 Authority	14
1.5 Licensor and Authorized Signatory for Licensor.....	14
1.6 Request for Proposal (RFP)	14
1.7 Eligibility Criteria	14
1.8 Consortium Related Matters	14
1.9 Earnest Money Deposit (EMD)	15
1.10 Security Deposit.....	16
1.11 Fraud and Corruption	16
1.12 Preparation of The Proposal.....	17
1.13 Submission, Receipt and Opening of Proposals	18
SECTION 2: Evaluation, Award and Signing of Agreement	19
2.1 Overview of Selection Process	19
2.2 Evaluation of eligibility	19
2.3 Award of License and Signing of License Agreement	20
SECTION 3: Key Clauses of License Agreement	22
3.1 Breaches/Surrender/Termination of License Agreement.....	22
3.2 Force Majeure	23
3.3 Indemnity and Insurance.....	23
3.4 Prohibited activities at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi:.....	24
Annexure 1: Details of Restaurant Spaces	26
Annexure 2: Form 1	28
Annexure 3: Form 2	30
Annexure 4: Form 3	32
Annexure 5: Form 4.....	33
Annexure 6: Form 5 (Consortium Agreement).....	34
Annexure 7: Form 6.....	36
Annexure 8: Form – 7	37
Annexure 9: Form – 8.....	38
Annexure 10: Abbreviations	39

Annexure 11: Reserve Price..... 41
Annexure 12: Draft License Agreement 42

Notice Inviting Tender (NIT)

National Handloom Development Corporation Ltd. (NHDC), an implementing agency for Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, appointed by Ministry of Textiles, Government of India, invites tenders from all interested applicants for '**Licensing of Restaurant Spaces in Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi**' on behalf of Ministry of Textiles, Government of India.

Schedule of Requirements:

Licensing of **Restaurant Spaces** in Deendayal Hastkala Sankul (Trade Centre & Museum) at Varanasi for **five (05) year license period and thereafter**, on approval of Licensor, extendable further for another term of five (05) years.

Eligibility:

The applicant/firm should meet the following requirement:

- a) Applicant should have minimum average annual turnover of **INR 50 lakhs** during the last three financial years from any of the eligible businesses, namely, catering, hotels, restaurants, cafes, takeaways, canteens, event planning & management and theme parks.

Bid Security / EMD

All Applicants shall submit EMD of **Rs. 1,00,000/- (Indian Rupees One Lakh only)** through Account Payee Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the term sheet.

Instructions:

1. The detailed Request for Proposal document can be downloaded from eprocure.gov.in/epublish/app, www.nhdc.org.in and www.handlooms.nic.in from date as mentioned in Critical Date Sheet.
2. Deleted
3. Applicants must submit duly completed and sealed proposal along with EMD and other prerequisites/ documents in support of eligibility criteria etc. and information as per formats given in RFP, on or before the specified time at the address as specified in the term sheet.
4. The intending bidder must read the terms and conditions the RFP carefully. He/ She should only submit his/her bid if he/she considers himself eligible and he/she is in possession of all the required documents.
5. Bidders are advised to follow the instructions as provided in the "Instructions to the Bidders" in the RFP document.
6. Bidders shall not tamper/modify the tender form including downloaded financial bid format in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with Office of Development Commissioner for Handlooms.
7. Intending tenderers are advised to visit National Handloom Development Corporation's website www.nhdc.org.in and CPPP site <https://eprocure.gov.in/epublish/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

Critical Date Sheet

1	Published Date	24 February 2018
2	RFP document Download Start Date and Time	24 February 2018, 1100 Hrs (11:00 Am)
3	Pre Bid Meeting Date and Time	NA
4	Proposal Submission Start Date and Time	24 February 2018, 1200 Hrs (12:00 Noon)
5	Proposal Submission End Date and Time	20 March 2018, 1600 Hrs (04:00 Pm)
6	Technical Proposal Opening Date and Time	21 March 2018, 1300 Hrs (01:00 Pm)

Submission address:

Addressed to Managing Director, NHDC Ltd.

To be dropped in **Proposal Drop Box** placed in Mart no: MG-01 at Ground Floor of Trade Centre (Office) Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi.

Contact:

Additional Development Commissioner for Handlooms, Ministry of Textiles, Room No – 57, Udyog Bhawan, New Delhi

E-mail: kumarar@gov.in and tender@nhdc.org.in ; Ph: 011-23062402

Term Sheet

S. N.	Description	
1.	Cost of Bid document	NIL
2.	Sale/availability of tender document	<p>24 February 2018 onwards till opening of bids</p> <p>Applicants can download the Notice Inviting Tender (NIT) and Request for Proposal (RFP) document from eprocure.gov.in/epublish/app</p> <p>Copy of RFP is also available on www.nhdc.org.in and www.handlooms.nic.in</p>
3.	Total units available for bidding	<p>02 Restaurants with Kitchen Space on First Floor of Food Court Block.</p> <p>Restaurant-01 Super Built-up area approx. 892 Sqm or 9597.92 Sq.ft. and</p> <p>Restaurant-02 Super Built-up area approx. 502 Sqm or 5401.52 Sq.ft)</p> <p><i>Note: Restaurant-02 shall be reserved to sever only vegetarian food.</i></p>
4.	License Period	<p>The License period shall be initially for five (05) years term from commencement date and thereafter, on approval of Licensor, extendable further for another term of five (05) years.</p> <p>An annual escalation of 5% on License Fee shall be applicable every year.</p> <p><i>Bidders are instructed to review point 28 of Term Sheet for details.</i></p>
5.	Reservations (Fixed Parameter)	Restaurant-02 shall be reserved to sever only vegetarian food.
6.	Eligibility Criteria	<p>Applicant should have minimum average annual turnover of INR 50 lakhs during the last three financial years from any of the eligible businesses, namely, catering, hotels, restaurants, cafes, takeaways, canteens, event planning & management and theme parks.</p> <p><i>Applicants are requested to refer clause 1.7 for details and instructions.</i></p>
7.	Consortium Agreement	<p>A maximum of two (2) consortium members are allowed with lead member maintaining minimum 51% stake in the consortium.</p> <p>In case of Consortium, the applicant shall meet all provisions specified in Clause 1.8.</p>
8.	Bid System	Single Stage Two Envelops System
9.	Method of Selection	Highest Financial Proposal (above reserve price)
10.	Minimum Reserved Price for License Fee	<p>Minimum Reserve Price on Super Built-up Area for Restaurant Space:</p> <p>Reserve Price per square feet per month: Rs. 10.00</p> <p>Reserve Price per square meter per month: Rs. 107.60</p> <p>Authority reserves the rights to accept only those bids which are above this minimum reserve price.</p> <p>Applicants are advised to refer Annexure -11 for published notification for Minimum Reserve Price for the License fee.</p>

11.	Common Area Maintenance (CAM) and Electricity charges	<p>CAM charge will be capped at Rs. 53.80 per sq.m per month (i.e Rs. 5 per Sq Ft) of licensed space (i.e super built up area) till end of financial year 2018-19 i.e. till 31st March 2019 and will be charged as Per Actual from subsequent years.</p> <p>Electricity charges to be payable as per actual consumption of individual licensee.</p>
12.	Site Visit	Applicants are advised to submit their respective Bids only after visiting the site.
13.	Pre Bid Conference	Deleted
14.	Last date of sending queries	Deleted
15.	Name and Address where queries/correspondence concerning this Request for proposal is to be sent.	Deleted
16.	Agency's response to queries by	Deleted
17.	Earnest Money Deposit (EMD)	<p>All Applicants shall submit EMD of Rs. 1,00,000/- (Indian Rupees One Lakh only) through Account Payee Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the term sheet.</p> <p>EMD to be submitted along with proposal submission, and shall remain valid for a period of forty-five days beyond the final proposal/bid validity period.</p> <p>EMD will not bear any interest payable by the Authority to the successful Applicant/licensee.</p> <p>In case of DD, Applicant shall clearly write Name of Applicant and Contact details at the back side of DD. In case of RTGS/NEFT, Applicant shall indicate account details including account number, name of account holder, IFSC code, Bank Name and branch from where EMD amount has been transferred at the back side of acknowledgement receipt submitted with the Proposal.</p> <p>Exemption of EMD will only be given to MSME/NSIC registered bidders.</p> <p><i>Applicants are requested to refer clause 1.9 for details and instructions.</i></p>
18.	Address where Applicants must submit Sealed Proposal	<p>Addressed to Managing Director, NHDC Ltd.</p> <p>To be dropped in the Proposal Drop Box placed in Mart No: MG-01 at Ground Floor of Trade Centre (Office) Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi.</p>
19.	Last date and time of Submission of Sealed Proposals (Proposal Due Date)	20 March 2018, 1600 Hrs (04:00 PM)
20.	Date of opening of proposal by Bid opening committee	<p>21 March 2018, 1300 Hrs (01:00 Pm)</p> <p><u>Venue:</u></p> <p>Trade Centre (Office) Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi.</p>

21.	Varanasi and adjoining districts (Varanasi Region)	<p>Varanasi or adjoining districts where ever mentioned in this RFP, shall comprise of below mentioned six (06) revenue divisions:</p> <table border="1" data-bbox="639 219 1485 589"> <tr> <td data-bbox="639 219 922 376"> 1. Mirzapur a. Mirzapur b. Sonbhadra c. Bhadohi </td> <td data-bbox="922 219 1217 376"> 2. Varanasi a. Varanasi b. Jaunpur c. Gazipur d. Chandauli </td> <td data-bbox="1217 219 1485 376"> 3. Azamgarh a. Azamgarh b. Mau c. Ballia </td> </tr> <tr> <td data-bbox="639 376 922 589"> 4. Faizabad a. Faizabad b. Sultanpur c. Ambedker Nagar d. Amethi e. Barabanki </td> <td data-bbox="922 376 1217 589"> 5. Basti a. Basti b. Sant Kabir Nagar c. Siddharth Nagar </td> <td data-bbox="1217 376 1485 589"> 6. Gorakhpur a. Gorakhpur b. Deoria c. Maharajgunj d. Kaushambi </td> </tr> </table>	1. Mirzapur a. Mirzapur b. Sonbhadra c. Bhadohi	2. Varanasi a. Varanasi b. Jaunpur c. Gazipur d. Chandauli	3. Azamgarh a. Azamgarh b. Mau c. Ballia	4. Faizabad a. Faizabad b. Sultanpur c. Ambedker Nagar d. Amethi e. Barabanki	5. Basti a. Basti b. Sant Kabir Nagar c. Siddharth Nagar	6. Gorakhpur a. Gorakhpur b. Deoria c. Maharajgunj d. Kaushambi
1. Mirzapur a. Mirzapur b. Sonbhadra c. Bhadohi	2. Varanasi a. Varanasi b. Jaunpur c. Gazipur d. Chandauli	3. Azamgarh a. Azamgarh b. Mau c. Ballia						
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22.	Validity of proposal	180 days from due date of Submission of Proposal.						
23.	Letter of Intent (LoI) to successful applicants	To be communicated later						
24.	Security Deposit (SD)	<p>Successful Applicant shall submit Security Deposit (SD) equivalent to 06 months of License Fee.</p> <p>SD shall be submitted through Demand Draft/Banker's Cheque/ Bank Guarantee in the name of Licensor / RTGS/NEFT to the bank account as per bank details provided in the term sheet.</p> <p>Security Deposit should remain valid for a period of sixty days beyond the date of expiry of License period.</p> <p>SD to be submitted by the Applicant before signing of License agreement. SD will not bear any interest payable by the Authority/Licensor to the successful Applicant/licensee.</p> <p><i>Applicants are requested to refer clause 1.10 for details and instructions.</i></p>						
25.	Signing of License Agreement	<p>Within 7 working days from date of receipt of full payment of Advanced License Fee along with applicable taxes, charges and interest free Security Deposit (SD) as stipulated in the Letter of Intent (LOI).</p> <p>Any deposits or advance paid by the licensee shall not bear any interest payable to the licensee.</p>						
26.	Mobilization Period	<p>The licensee shall be allowed one fifty (150) days of license fee free mobilization period for completion of fit-out works.</p> <p>Mobilization period shall commence from the date of takeover of possession of Licensed space by the licensee or date as specified in the Letter of Intent (LOI).</p>						
27.	Commencement Date (of License Period)	The commencement date of License Period shall be 150 th (One Hundred and Fiftieth) day from date of signing of License Agreement.						
28.	License Period	<p>The License period shall be initially for five (05) years term from commencement date and thereafter, on approval of Licensor, extendable further for another term of five (05) years. An annual escalation of 5% on License Fee shall be applicable every year.</p> <p>Post completion of License Period the Interest free Security Deposit will be refundable after deduction of applicable dues/arrears/damages etc, and as per agreement conditions.</p> <p>After completion of total ten (10) years of License including aforementioned extensions or upon termination, the Licensee shall not</p>						

		<p>reserve any rights to the allotted licensed space. The Licensor shall have right to call for fresh proposal for the Licensed space.</p> <p>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/Ministry of Textiles, GoI.</p> <p>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 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.</p>
29.	Sub-licensing/sub-letting	No sub-licensing/sub-letting is allowed
30.	Payment Terms	<p>Cumulative license fee and applicable Taxes for the complete year shall be paid annually one month in advance before commencement of next year.</p> <p>An escalation of 5% per year shall be applicable over the License Fee paid for the immediately preceding year.</p>
31.	Modes of Payment	Payments can be made through Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the term sheet.
32.	Commencement of License fee	From Commencement Date as defined in the term sheet.
33.	Statutory documents and approvals.	Licensee shall obtain all due permits, necessary approvals, licenses , clearances and sanctions from the competent authorities for all activities before Commencement of Operation.
34.	Commencement of Operations	The licensee shall commence operation from "Commencement Date" as defined in the Term Sheet.
35.	Exit by Licensee	<p>The Licensee cannot terminate or Exit from the License Agreement for one (1) year (i.e twelve month) from the date signing of the agreement.</p> <p>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.</p> <p>Post completion of one (1) year of license term from the date of signing of the license agreement, the Licensee may terminate or exit the license agreement by giving advance 90-day 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.</p>
36.	Pre-mature License Termination or Breach of License Agreement	In case the Licensee abandons the licensed space or terminates/exits License agreement without giving 90 day 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.

		<i>Applicants are requested to refer clause 3.1 for details and instructions.</i>
37.	License Termination	In case of pre mature 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. <i>Applicants are requested to refer clause 3.1 for details and instructions.</i>
38.	Clauses on fraud and corruption in the Contract:	<i>Applicants are requested to refer clause 1.11</i>
39.	Public Premise	Deendayal Hastkala Sankul (Trade Centre and Museum), Varanasi is property of O/o Development Commissioner of Handlooms, Ministry of Textiles, Union of India, and is Public Premise under The Public Premises (Eviction of Unauthorised Occupants) Act, 1971, as amended from time to time
40.	Prohibited Activities	<i>Applicants are requested to refer clause 3.4.</i>
41.	Conversion factor for Licensed area	Conversion factor considered for area conversion between square meter (sqm) and square feet (sqft) shall be as under: 1 sqm = 10.76 sqft or 1 sqft = 0.093 sqm
42.	Details for Demand Draft	Demand Draft shall be made in favor of National Handloom Development Corporation Ltd , issued by one of the nationalized/ Scheduled Banks of India, payable at Lucknow.
43.	Authority's Bank Details	Name of the Account Holder: National Handloom Development Corporation Ltd, Name of Bank: HDFC BANK Branch: RATHYATRA VARANASI Account Number: 02200350000149 IFSC Code: HDFC0000220

SECTION 1: Instructions to Bidders (ITB)

1.1 Background

- 1.1.1.** Deendayal Hastkala Sankul (Trade Centre & Museum) is a modern and integrated facility developed by Ministry of Textiles, Govt. of India to support Handloom and Handicraft sector of Varanasi and nearby areas, by providing platform for trade enhancement, facilitation to both domestic and international buyers and carry forward the rich traditions of Handloom and Handicrafts of Varanasi region.
- 1.1.2.** The complex has been developed over a contiguous land of approx. 7.93 acres, at Bada Lalpur, Varanasi. The project encompasses a developed area of approx. 43,450 square meter, with sub-components including Shops, Food Kiosks, Restaurants, Marts / Offices, Bank and ATM, Foreign Currency Exchange Office, Guest Rooms, Dormitories, Stalls / Kiosks, parking facility for more than 500 cars, space for cultural and social functions, Handloom and Handicraft exhibitions, Craft Museum along with Amphitheatre and Souvenir Shop.
- 1.1.3.** The state of the art facilities offered at Deendayal Hastkala Sankul (Trade Centre & Museum), are equipped with automated Building Management Systems (BMS), central air conditioning and ventilation systems, power backup, fire protection and public address systems, lifts/escalators for ease of public movement on all levels and centrally monitored CCTV system for safety and security. Supporting infrastructure includes surface and basement parking facilities.



1.2 Brief description of Restaurant Spaces:

- 1.2.1** 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 in the Deendayal Hastkala Sankul (Trade Centre & Museum) at Varanasi.
- 1.2.2** The complex offers 2 no's of Restaurants on the first floor with the areas as listed below:
- 1) Restaurant-01 with Super Built-up area of approx. 892 Sqm or 9597.92 Sq.ft
 - 2) Restaurant-02 with Super Built-up area of approx. 502 Sqm or 5401.52 Sq.ft

- 1.2.3 Restaurants and kitchen space shall be provided as bare shell facility only. No furniture, false ceiling, floor finishing or electrical fixtures are provided for the restaurants. Only main tap off points for all core services such as electrical, fire alarm, firefighting, air-conditioning, water supply and drainage, power backup etc. provided.
- 1.2.4 Licensee shall obtain required additional furniture & fixtures, kitchen equipment, various requisite licenses etc. at its own cost.

1.3 Details of Restaurant Spaces

- 1.3.1 Restaurants are located on the first floor of Food Court Block. Super Built-up area for Restaurant-01 is approx. 892 Sqm or 9597.92 Sq.ft. and for Restaurant-02 is approx. 502 Sqm or 5401.52 Sq.ft) on First Floor of Food Court Block. Detailed information of Restaurant spaces is provided in 'Annexure 1'.

1.4 Authority

- 1.4.1 For the purpose of this RFP, Authority shall mean National Handlooms Development Corporation Ltd. (NHDC), an implementation agency for Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, appointed by Ministry of Textiles, Government of India.

1.5 Licensor and Authorized Signatory for Licensor

- 1.5.1 "The Licensor" means President of India, through Development Commissioner (Handlooms), Ministry of Textiles, Government of India.
- 1.5.2 Dy. Director, Weaver Service Centre (WSC) or any other officer Authorized by Development Commissioner for Handlooms, Ministry of Textiles shall be appointed as Authorized Signatory /Estate Officer of Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi.

1.6 Request for Proposal (RFP)

- 1.6.1 The Authority invites sealed proposal in prescribed formats from eligible Applicants ("Applicants") for Licensing of the Restaurant spaces.

1.7 Eligibility Criteria

- 1.7.1 Applicant shall meet following minimum eligibility criteria:
- a) Applicant should have minimum average annual turnover of **INR 50 lakhs** during the last three financial years from any of the eligible businesses, namely, catering, hotels, restaurants, cafes, takeaways, canteens, event planning & management and theme parks.

1.8 Consortium Related Matters

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 the Consortium should fulfill the above requirements, failing which the Proposal shall be 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..

1.9 Earnest Money Deposit (EMD)

- 1.9.1 Proposal should necessarily be accompanied by **an Earnest Money Deposit for an amount of Rs. 1,00,000/-** (Indian Rupees One Lakh only) through Account Payee Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the term sheet. EMD shall remain valid for a period of forty-five days beyond the final proposal/bid validity period.
- 1.9.2 Exemption of EMD will only be given to MSME/NSIC registered bidders.
- 1.9.3 EMD will not bear any interest payable by the Authority to the successful Applicant/licensee.
- 1.9.4 EMD of successful Applicant shall be retained by the Authority till Security Deposit is submitted by the successful Applicant. EMD of unsuccessful Applicants will be returned after expiry of the final proposal/bid validity and latest on or before the 30th day after the award of the contract.
- 1.9.5 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.

1.10 Security Deposit

- 1.10.1 Successful Applicant shall submit **Security Deposit (SD) Equivalent to 06 months of License Fee** by successful Applicant for the license term. Security Deposit (SD) shall be submitted through Demand Draft/Banker's Cheque / Bank Guarantee in the name of Licensor /RTGS/NEFT to the bank account as per bank details provided in the term sheet. Security Deposit should remain valid for a period of sixty (60) days beyond the date of expiry of License period.
- 1.10.2 SD to be submitted by the Applicant before signing of License agreement. SD shall not bear any interest payable by the Licensor to the successful Applicant/licensee. EMD will be refunded to the successful bidder on receipt of Security Deposit.
- 1.10.3 Exiting from License agreement after payment of Security Deposit even without taking possession of built-up Restaurant Spaces space shall lead to forfeiture of Security Deposit and all other payments made.
- 1.10.4 In case the licensee causes any physical damages to the property of the Licensor or has any undue payments, the Licensor shall have discretionary rights to execute the repair of damages and recover the amount from the licensee or adjust the equivalent amount from the submitted Security Deposit.
- 1.10.5 In case of death of licensee, legal heir shall be responsible for the Licensed space. On expiry of the License the unadjusted balance of Security Deposit and advance deposits shall be returned / refunded to the legal heir of the licensee after adjustment of dues, if any.

1.11 Fraud and Corruption

- 1.11.1 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
- 1.11.2 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;
- 1.11.3 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

1.11.4 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.

1.12 Preparation of The Proposal

1.12.1 Applicant can submit only one proposal, clearly mentioning RFP title on Outer and inner envelopes.

1.12.2 In case any applicant submits more than one proposal, all proposals of such applicant shall stand cancelled.

1.12.3 The proposal shall be in **Hindi** or **English** language. The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by applicants themselves. Any such corrections, interlineations or overwriting must be initialed by the person(s) who had signed the proposal. The authorized representative of the applicant shall initial all pages of the original hard copy of the Key Submissions along with proposal documents.

a) Applicant's proposal shall consist of following 2 (Two) separate sealed envelopes –

Envelope-1	<p>Details to be mention on envelop:</p> <ol style="list-style-type: none"> 1. Eligibility Documents 2. Title of RFP: "RFP for Licensing of Restaurant spaces in Deendayal Hastkala Sankul (Trade Centre & Museum)" 3. Restaurant No. _____ 4. Name, Address and Contact of Applicant <p>Enclosures:</p> <p>Original Form 1, Form 2, Form 3, Form 5[*], Form 6[*], Form 7, Form 8 and EMD</p>
Envelope-2	<p>Details to be mention on envelop:</p> <ol style="list-style-type: none"> 1. Financial Proposal 2. Title of RFP: "RFP for Licensing of Restaurant spaces in Deendayal Hastkala Sankul (Trade Centre & Museum)" 3. Restaurant No. _____ 4. Name, Address and Contact of Applicant <p>Enclosures:</p> <p>Original Form 4 (Financial Proposal) only.</p>

b) The applicant shall submit Original bound document in the envelope.

c) EMD shall be submitted in the form of Account Payee Demand Draft/Banker's Cheque/RTGS/NEFT. In case of RTGS/NEFT, Applicant shall enclose attested copy of transaction acknowledgement indicating transaction ID as proof of EMD deposited.

* Form 5 and Form 6 applicable in case of consortium only

d) Both the envelopes shall be sealed in a single outer envelope mentioning following:

Main Outer Envelope	<ol style="list-style-type: none">1. RFP Title “RFP for Licensing of Restaurant spaces in Deendayal Hastkala Sankul (Trade Centre & Museum)”2. Restaurant No. _____3. Name, Address and Contact of Applicant <p>The envelop shall be addressed to Managing Director, National Handloom Development Corporation Ltd. (NHDC), Trade Centre (Office) Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi.</p>
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1.12.4 The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant’s own risk.

1.12.5 It shall be deemed that prior to the submission of the Proposal, the Applicant has:

- a) made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
- b) received all such relevant information as it has requested from Authority; and
- c) made a complete and careful examination of the various aspects of the Project.

1.12.6 Authority shall not be liable for any mistake or error or neglect by Applicant in respect of the above.

1.13 Submission, Receipt and Opening of Proposals

1.13.1 Proposals must be delivered at the indicated addresses on or before the time and date stated in this RFP, or any new date extended by Authority. Proposals would be opened as per schedule mentioned in Term Sheet.

SECTION 2: Evaluation, Award and Signing of Agreement

2.1 Overview of Selection Process

- 2.1.1 The proposals received for ‘**Licensing of Restaurant Spaces**’ separately for each Restaurant space shall be evaluated according to eligibility criteria and financial proposal of eligible Applicant; and the space shall be allotted to eligible Applicants solely on the basis of highest ranking as per financial proposal of eligible applicant.
- 2.1.2 Applicants need to clearly indicated the Tender (RFP) Title and Restaurant identification number (Restaurant-01 or Restaurant-02) on Outer Envelope and Inner Envelops of proposal as per details in clause 1.12, clause 1.2 and Annexure 1.
- 2.1.3 Authority reserves the rights to accept only those bids which are above this minimum reserve price.
- 2.1.4 Bids will be opened by Bid Opening Committee on the scheduled date, time and at the venue indicated in the Term Sheet or as amended later, in presence bidders who wish to attend the bid opening.
- 2.1.5 **Envelop-1** will be opened first and shortlisting of eligible Applicants will be done based on receipt of requisite forms, documents and EMD. Proposals not enclosed with requisite details, forms, documents or EMD shall be rejected. In case any applicant submits more than one proposal, all proposals of such applicant shall stand cancelled.
- Enclosures of Envelop-1 should not include the financial proposal, in case the financial proposal is included in Envelop 1, the proposals of such applicant shall be declared non responsive and shall stand cancelled.
- 2.1.6 **Envelop-2** (Financial Proposal) of eligible Applicants shall be opened. Eligible Applicants shall be ranked as per highest License fee quoted (**as per Form-4**) above the reserve price.
- 2.1.7 Applicant having highest financial proposal (License fee quoted per sq.ft per month, as per **Form-4**) shall be identified as successful applicant.
- 2.1.8 From the time the proposal is opened till the time Applicant is invited for allocation / allotment (shall be communicated through LOI / notice by the Authority), the applicant should not contact Authority on any matter. Any effort by the applicant to influence in examination, evaluation, ranking of proposals or recommendation for award of contract/license may result in rejection of the applicant’s proposal.
- 2.1.9 No request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of proposal already submitted by the applicant.

2.2 Evaluation of eligibility

- 2.2.1 Evaluation of Eligibility of the Applicant
- a) Documents would be checked for adherence with the prescribed criteria.
 - b) By submission of the proposal it is deemed that the applicant has accepted all terms and conditions as prescribed in this RFP.
- 2.2.2 Prior to evaluation of proposals, the Authority shall determine whether each proposal is responsive to the requirements of the RFP by opening the Envelop-1. A proposal shall be considered responsive only if
- a) It is received by the proposal Due Date including any extension thereof;
 - b) It is accompanied by the EMD in accordance with the proposal document;

- c) It is signed, sealed, bound and marked (tender title, name of applicant and submission address) as stipulated in this RFP document;
- d) It is accompanied by separately sealed financial proposal;
- e) It contains all the information (complete in all respects) as requested in the RFP;
- f) It does not contain any condition or qualification;

2.2.3 The Authority reserves the right to reject any proposal which is non responsive.

2.2.4 The Authority shall evaluate the responsive proposals on the basis of the eligibility criteria and ranking system defined in this RFP.

2.2.5 Notwithstanding anything contained in this RFP, The Authority reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

2.3 Award of License and Signing of License Agreement

2.3.1 The Authority shall notify the Successful Applicant through a Letter of Intent (LoI).

2.3.2 Successful applicant shall execute the License Agreement within one week of the issue of LoI or within such further time as the Authority may agree in its sole discretion. Agreement shall be signed after receipt of **advance License fee** by the Authority/Licensor and **Security Deposit** in the manner prescribed herein.

2.3.3 Failure of the Successful Applicant to execute the contract agreement, submit Security Deposit and advance License fee within specified period shall constitute sufficient grounds for the annulment of the LoI issued and forfeiture of the EMD.

2.3.4 The licensee shall operate the Licensed space as per the reservation / fixed parameter, if any, defined in the Term Sheet of this RFP.

2.3.5 The licensee shall bear all the payments towards stamp duty for registration of Licensed space required for the execution of License agreement in pursuance of this Bid.

2.3.6 The licensee shall indemnify the Licensor from all claims that may arise from the statutory authorities in connection with the Licence Agreement.

2.3.7 The licensee shall operate, maintain, market, manage and transfer back the Licensed space during the Agreement Period at its own cost.

2.3.8 Licensee shall obtain required additional furniture & fixtures, kitchen equipment, various requisite licenses etc. at its own cost.

2.3.9 The licensee shall procure and maintain requisite insurance for its Licensed space at its own cost.

2.3.10 The licensee shall not store/ sell any illegal/ prohibited products/ items.

2.3.11 The licensee shall operate the Licensed space as per applicable laws and obtain required clearances.

2.3.12 The licensee shall bear cost to any loss or damage caused to the property by the licensee.

2.3.13 In the event of failure by the licensee in adhering one or more mandatory requirements by the applicable laws, RFP & its corrigendum if any, Letter of Intent and the License agreement, the License agreement may be decided for termination after providing licensee to represent its case.

2.3.14 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) suspend and/ or cancel the Bidding/Selection/Allotment Process and/ or amend and/ or supplement the Bidding/Selection/Allotment Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Applicant in order to receive clarification or further information;
- c) retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Applicant; and/ or independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

SECTION 3: Key Clauses of License Agreement

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

3.1 Breaches/Surrender/Termination of License Agreement

3.1.1 Surrender of License Agreement by giving advance 90 days' notice: Detailed in Draft Agreement.

3.1.2 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-compliant 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 notice (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 lien in favour of 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 liquidator 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 per clause 3.4.

3.2 Force Majeure

3.2.1 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, 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.

3.2.2 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.

3.3 Indemnity and Insurance

3.3.1 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.

3.3.2 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.

3.3.3 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 whatsoever in respect thereof or in relation thereto.

3.3.4 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.

- 3.3.5 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.
- 3.3.6 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 Licensor 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.
- 3.3.7 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.
- 3.3.8 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.
- 3.3.9 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.
- 3.3.10 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.
- 3.3.11 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.
- 3.3.12 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.

3.4 Prohibited activities at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi:

- a) Any product/Service, sale of which is unlawful/ illegal or deemed unlawful under any Act.
- b) 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.
- c) Sale of open liquor
- d) Sale of tobacco and tobacco products.
- e) Defacement of the building structure or facade or boundary.
- f) Use of loud speakers
- g) 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).

Bid Application Forms (BAF)

for Licensing of Restaurant Spaces

At

Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh

(Bid Application Form - Annexures)

Name and address of the Applicant:

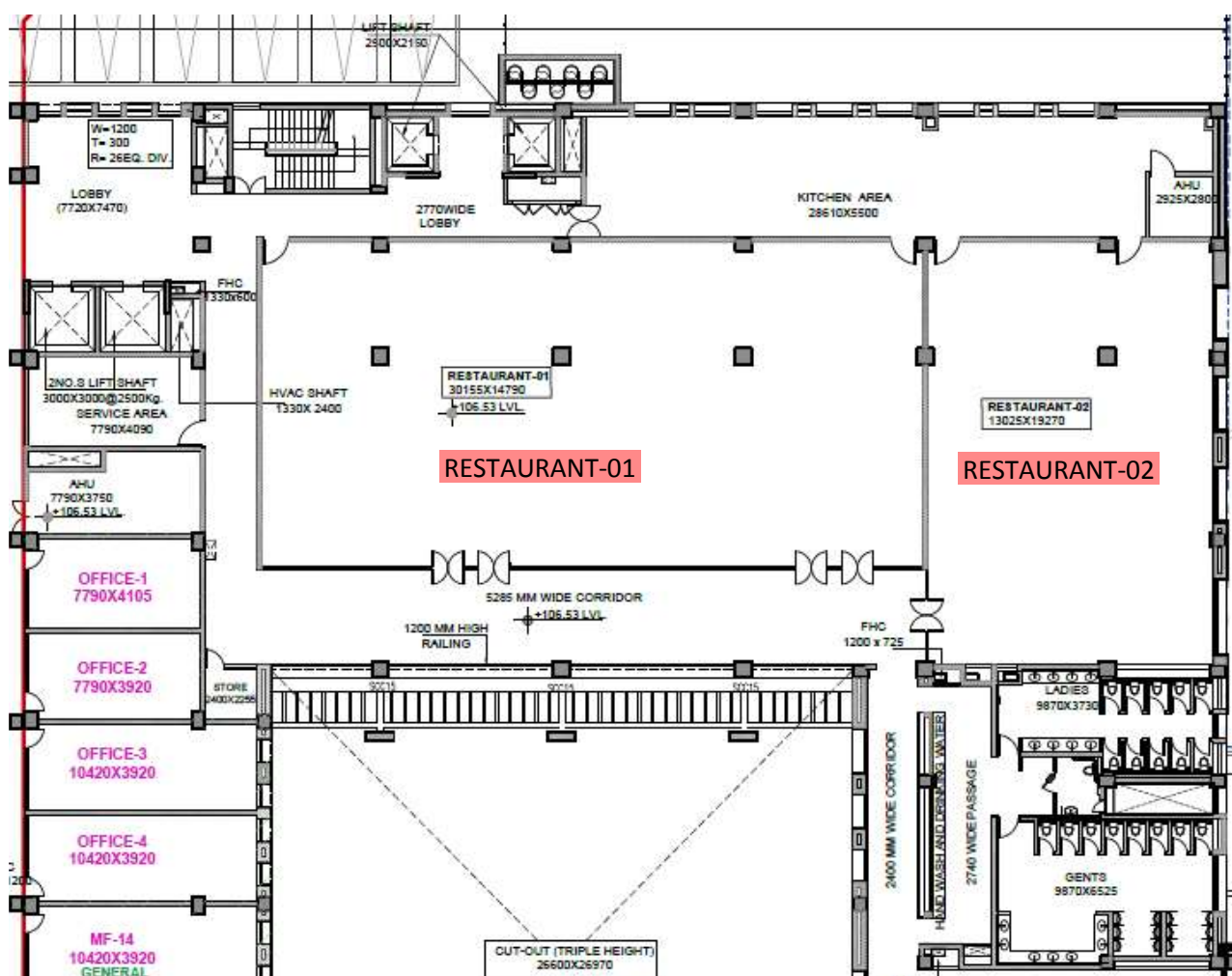
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Date

Place.....

Annexure 1: Details of Restaurant Spaces

Layout map and area details



Restaurant Identification Number	Length (M)	Breadth (M)	Carpet Area (Sq M)	Factor	Super Area (Sq M)
RESTAURANT-01	30.155	14.790	445.99	2	892.0
RESTAURANT-02 (Vegetarian)	13.025	19.270	250.99	2	502.0

Details of available furniture in Restaurant Spaces

Restaurants and kitchen space shall be provided as bare shell facility only. No furniture, false ceiling or floor finishing are provided for the restaurants. Only main tap off points for all core services such as electrical, fire alarm, firefighting, air-conditioning, water supply and drainage, power backup etc. provided.

The area of kitchen for each restaurant space is allocated in proportion of respective restaurant size.

NOTES:

Note-1: Applicant shall submit proposal in prescribed format along with requisite information and documents.

Note-2: Applicant shall submit only one proposal for Licensed space under this RFP.

Note-3: In addition to License fees, applicable electricity and common area maintenance (CAM) charges shall be paid by Licensee,

Note-4: The selection shall be done based on highest price quoted by the Applicants for respective Restaurant space, in a transparent bidding process, provided that the Authority reserves the rights to accept only those bids which are above this minimum reserve price.

Note-5: License Fee shall be worked out on total **super built-up area** as indicated in ‘**Annexure 1**’ of RFP.

Note-6: In case of any concerns or difference of opinion regarding area calculation/ allocation, decision of Estate Officer or person authorized by Authority / Ministry of Textile GOI, shall be final and binding.

Note-7: The Licensed is offered on basis are on “as is where is basis”. On this area the successful Applicants are expected to carry out all works/temporary fit-outs, as needed for operation of Restaurant on its own cost.

Note-8: Interest free Security Deposit as stipulated in the RFP and one-year advance License fee shall be deposited as per the schedule indicated in LoI, before signing of License Agreement.

Note-9: All services for connectivity like lease lines / broad band / internet / telephone lines to be procured by the Licensee.

Note-10: Parking- parking facilities are available as part of overall parking for Deendayal Hastkala Sankul (Trade Centre & Museum).

Form - 1

Bid Application Form for Licensing of Restaurant Spaces at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh

(On Official letterhead of the Applicant)

No:

Dated:

To,

Sub: Bid for License rights of Restaurant Spaces at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh

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 for **Restaurant space bearing Identification No. _____** on License Fee basis at Deendayal Hastkala Sankul (Trade Centre & Museum) as per terms of RFP 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 accompanying 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 the 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, I/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, I/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/projects or there 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 Authorised signatory)

Name and seal of Applicant

Date: _____, Place: _____

Form – 2: Details of Applicant
(On the Letter Head of the Applicant)

1. Applicant details:
 - a) Name of Applicant _____
 - b) Address of the firm _____

 - c) Date of incorporation and/or commencement of business, registration no. _____
 - d) GST registration details _____
 - e) PAN _____
2. Details of individual(s) who shall serve as the point of contact / communication for Authority with the Applicant:
 - a) Name _____
 - b) Telephone / Mobile number _____
 - c) E-mail address (if any) _____
3. Applicant's main line of Business(s)/ Trade(s).

4. Enclosure Checklist: Following shall be enclosed with Envelop-1:

SN	Document	Enclosed (yes/no)
I	Duly filled Form 1 and Form 2	
II	Attested copy of Certificate of Incorporation/ registration	
III	Certificate as per Form 3 (Financial Capacity)	
IV	Earnest Money Deposit (EMD) <i>(Demand Draft / Bankers checkup / acknowledgement of deposit through RTGS / NEFT transfer). MSME/NSIC registered bidders must submit copy of respective registration certificate to avail EMD exemption.</i>	
V	Original Consortium Agreement (as per Form 5, if applicable)	
VI	Original Power of Attorney by each member of the bidder, in favor of the Lead Member (as per Form 6, if applicable)	
VII	Original Power of Attorney by Applicant/Lead Member in favor of Designated Person(s) (as per Form 7)	
VII	Declaration cum Undertaking as per Form 8	

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 (ITR 4) 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: _____

Form - 3
Financial Capacity of the Applicant Firm/ Bidder
(Certificate from Statutory Auditor/ Chartered Accountant)

S. No.	Financial Year	Annual Revenue (In Lakhs)
1	2016 – 2017	
2	2015 – 2016	
3	2014 – 2015	

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

Form - 4

Financial Bid Statement

(On the Letter Head of the Applicant, to be submitted in separate sealed envelope)

I/We hereby offer to take the built-up **Restaurant Space bearing Identification No.** _____ on License basis as per details indicated in the RFP and Annexure-1, at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh:

- a) I/we shall pay to Licensor a License fee of **Rs.** _____ (in figures) (rupee _____) (in words) **per Square Meter per Month on Super Built-Up Area** plus taxes as applicable for the Licensed Restaurant space payable in advance before signing License Agreement as per terms and conditions mentioned in the RFP.
- b) I/we shall also pay the other utility charges like CAM, electricity, water etc.
- c) I/we undertake that the licensed Restaurant space shall not be utilized for business / trade other than as identified in the RFP for this Restaurant.
- d) I/we understand that Restaurant-02 is reserved to serve only vegetarian food.
- e) 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.
- f) I/we understand that the final License fee shall be worked out on the basis of total super built-up area of the Restaurant space indicated in 'Annexure 1' of the RFP.
- g) 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.
- h) I/we confirm that all applicable terms and conditions as specified in the RFP and License Agreement shall be adhered to by my me/us during the entire License Period.
- i) I/we understand that allocation of Restaurant space will be done on ranking of the bid.
- j) 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.
- k) 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.
- l) 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.
- m) 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.
- n) 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.
- o) 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.
- p) 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 _____

Annexure 6: Form 5 (Consortium Agreement)

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

Consortium Agreement

THIS AGREEMENT is executed at _____ on this _____ day of _____ 2017 between _____ a Company registered under the Companies Act 1956/2013 and having its registered Office at _____ (hereinafter 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 _____ (hereinafter 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 HERETO AS FOLLOWS:-

- 1) That the Parties hereto agree to carry on the business in Joint Venture on the broad terms and conditions as per the License Agreement.
- 3) That in the event the Parties hereto 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.
- 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, 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.
- 5) 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.
- 6) The roles and responsibilities of the Members of the Consortium shall be as follow:
 - 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)
 - d) Each of the Parties shall be liable and responsible jointly and severally for:
 - i. Compliance of all statutory requirements as may be 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 experience, 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)

7) 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
_____	_____
_____	_____
_____	_____

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

9) 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.

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

11) That nothing in this Agreement shall be construed to prevent or disable any Party hereto 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
.....)

[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 Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh** as a member of consortium, we,[name of the authorizing company], a company incorporated under the laws of, the registered address of which is..... hereby duly authorize [Name of Lead Member], the registered address of which is, to 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 this day of 2017 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).

[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 Deendayal Hastkala
Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh** " 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 WHEREOF, we have hereunto set our respective hands this -----day
of -----2018—in the presence of the following witnesses,

Witness 1

Witness 2

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

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).*

Declaration cum Undertaking
(on letter head of Applicant)

To,
Office of Development Commissioner (Handicrafts),
Ministry of Textiles, Govt. of India

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

Signature of Applicant

Date: _____

List of Abbreviations used in the Bid Document

1. Avg.: Average
2. BAF: Bid Application Form
3. BMS: Building Management System
4. CCTV: Close Circuit Tele Vision
5. CAM: Common Area Maintenance
6. CPPP: Central Public Procurement Portal
7. DD: Demand Draft
8. EMD: Earnest Money Deposit
9. GOI: Government of India
10. Govt.: Government
11. GST: Goods and Services Tax
12. ITB: Instructions to Bidders
13. LF: License Fee
14. LOI: Letter of Intent
15. MSME: Micro, Small & Medium Enterprises
16. Min.: Minimum
17. Max.: Maximum
18. MOT: Ministry of Textiles, Government of India
19. NHDC: National Handloom Development Corporation
20. NEFT: National Electronic Funds Transfer
21. NSIC: National Small Industries Corporation
22. NIT: Notice Inviting Tender
23. No.: Number
24. O/o: Office of
25. O&M: Operations and Maintenance
26. PAN: Permanent Account Number
27. PO: Pay Order
28. PoA: Power of Attorney
29. RFP: Request for Proposal
30. Rly.: Railway
31. RTGS: Real Time Gross Settlement
32. SN: Serial Number
33. SD: Security Deposit
34. Sq.ft: Square feet

- 35. Sqm: Square Meter
- 36. TAN: Tax Account Number
- 37. WSC: Weaver Service Centre



**Development Commissioner Handlooms (DCHL)
Ministry of Textiles, Govt. of India
Udyog Bhavan, New Delhi**

NOTIFICATION

It is hereby notified that Minimum Reserve Price for the License fee for below-mentioned spaces in Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, is as indicated below.

Description of space	Total Units	Minimum Reserve Price (Rs. per square feet per month) on Super Built-up Area	Minimum Reserve Price (Rs. per square meter per month) on Super Built-up Area
Shops	28	Rs. 15	161.40
Marts	51	Rs. 15	161.40
Food Court (9 Kiosks)	01	Rs. 10	107.60
Restaurants	02	Rs. 10	107.60
Bank	01	Rs. 15	161.40

License fee below the minimum reserve price notified herein for respective spaces shall not be accepted. Competent Authority reserves the right to revise the minimum reserve price in future. Details of Carpet Area and Super Built-up area of these spaces has been attached as Attachment-1

Draft License Agreement

DRAFT LICENSE AGREEMENT

For Licensing of Restaurant

At

**Deendayal Hastkala Sankul (Trade Centre & Museum),
Varanasi, Uttar Pradesh**



_____ 20 _____

**MINISTRY OF TEXTILES
UDYOG BHAWAN
NEW DELHI – 110 011**

Note: This is a copy of draft license agreement, and Authority/Licensor may appropriately add /modify terms in this draft license agreement.

Table of Contents

ARTICLE: 1	4
Draft License Agreement	4
ARTICLE: 2	6
Definitions and Interpretations	6
ARTICLE: 3	10
Grant of License	10
ARTICLE: 4	14
Maintenance and Operation of Restaurant	14
ARTICLE: 5	17
Rights and Obligations	17
ARTICLE: 6	20
Indemnity and Insurance	20
ARTICLE: 7	22
Force Majeure	22
ARTICLE: 8	23
Breaches/Surrender/Termination of License Agreement	23
ARTICLE: 9	26
Dispute Resolution	26
ARTICLE: 10	27
Representations and Warranties	27
ARTICLE: 11	29
Miscellaneous	29
APPENDIX-I	32
Details of Restaurant	32
Prohibited Activities	33
APPENDIX-III	34
Format for intimation for deposition of payments	34
APPENDIX-IV	35
Handing Over Note	35
ANNEXURE-V	36
Taking Over Note	36
ANNEXURE-VI	37
Declaration cum Undertaking	37

Licensing of Restaurant

At

Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh

(Draft License Agreement)

Name and address of the Licensee:

.....

.....

.....

.....

ARTICLE: 1

Draft License Agreement

Agreement No. _____ of Year 20__

This Agreement entered into at Varanasi, Uttar Pradesh on this ____ day of _____ 20__ by and between the President of India acting through _____ having its office at _____, hereinafter referred to as the “**Licensor**” (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **First Party**.

AND

_____, having its registered office at _____ and represented by (PROPREITOR/ COMPANY/ CONSORTIUM) _____, hereinafter called “**Licensee**” (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second party**.

WHEREAS

- (a) National Handloom Development Corporation Ltd. (NHDC) an implementing agency for Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, appointed by Ministry of Textiles, Government of India, had invited open bid on behalf of Ministry of Textiles, Government of India on ____ day of _____ 20__ for **Licensing of Restaurant** at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh from the interested parties. Based on Bid Application Form (BAF) received from Bidders, successful bidder _____ (Name of Licensee/successful bidder) has been selected for assigning **Licensing rights of Restaurant bearing Identification No. _____ with licensed area of _____ Sqft on First Floor at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh**, on “as is where is basis” to the “**Licensee**”.
- (b) **Licensor** has agreed to provide to the Licensee, for commercial utilization, the Licensing rights of licensed space of **Restaurant** (as defined in **APPENDIX – I** of the agreement) on “as is where is basis”, herein after referred to as “**Restaurant**”, on payment of Advanced License Fee along with applicable taxes and interest free Security Deposit (SD) and other charges to Licensor on the terms and conditions hereunder contained in this License Agreement.
- (c) Licensee shall commission, manage, operate, maintain and vacate the licensed space allotted to them at **Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh** as specified in this Agreement at its own cost.

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. Letter of Intent no _____ dated _____.
 - ii. The written clarifications and addenda issued.
 - iii. Request for Proposal (RFP),
 - iv. Any other document of _____ (Authority) and Licensee forming part of the Bidding Process.

The Licensee hereby covenants as follows: -

- i. Licensee hereby assumes responsibility for licensed space of **Restaurant** (as defined in **APPENDIX – I** of the agreement) at **Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh**. 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 Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh in detail and fully understands and comprehends the technical and operational requirements of the Restaurant. The Licensee also confirms full satisfaction as to the business viability of the licensed space inside Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh and hereby 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 whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

...../...../20....

...../...../20....

(.....)

(.....)

Authorized Signatory

Authorized Signatory

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

LICENSOR

LICENSEE

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

LICENSOR

LICENSEE

ARTICLE: 2

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 them in 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 execution of this Agreement, any consents, licenses, approvals,

permits, exemptions, registrations, filings or other authorisations of whatever nature, which is necessary for effective operation of the licensed space;

- (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 furnitures, 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 any officer Authorized by Development Commissioner (Handicrafts), Ministry of Textiles shall be appointed as Estate Officer of Deendayal Hastkala Sankul, Varanasi.
- (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 Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh.
- (r) “**Security Deposit**” means interest free Security Deposit to be furnished by Licensee to the Licensor 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 Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh, 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) “**Restaurant**” or “**Licensed Space**” means licensed Space namely the specified area as defined in APPENDIX – I of the agreement, on “as is where is basis” in Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh for commercial activities (excluding prohibited activities as specified in Appendix-II), 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.
- (aa) “**License Termination**” means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this Agreement.
- (bb) “**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.

2.2 Interpretations

2.2.1 In this Agreement, unless the context otherwise requires,

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns subject to the provisions of this Agreement;
- d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e) the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- g) any reference to day shall mean a reference to a calendar day;
- h) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- i) references to any date, period or Milestone shall mean and include such date, period or Milestone as may be extended pursuant to this Agreement;
- j) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- k) the words importing singular shall include plural and vice versa;
- l) references to any gender shall include the other and the neutral gender;
- m) “lakh or lac” means a hundred thousand (100,000) and “crore” means ten million (10,000,000);
- n) references to the “winding-up”, “merger”, amalgamation”, “takeover”, “dissolution”, “insolvency”, or “reorganization” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection, change in management or relief of debtors;
- o) any reference, at any time, to any Agreement, deed, instrument, license or document of any description shall be construed as reference to that Agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Licensor hereunder or pursuant hereto in any manner whatsoever;
- p) any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;
- q) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in

full force and effect as though they were expressly set out in the body of this Agreement;

- r) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears; and
- s) the damages payable by either Party to the other Party, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “Damages”).
- t) any reference to Build shall mean Construct and vice-versa unless the context otherwise requires any reference to Operate/Operations shall mean Operate and Operations & Maintenance unless the context otherwise requires

2.2.2 Unless expressly provided otherwise in this Agreement, any documentation required to be provided or furnished by the Licensee to the Licensor and/or the agency or person appointed by the Licensor shall be provided free of cost and in two copies, and if the Licensor and/or the person appointed by the Licensor is required to return any such documentation with their comments and/or approval, they shall be entitled to retain one copy thereof.

2.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

2.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning.

2.3 **Measurements and Arithmetic Conventions**

2.3.1 All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

2.4 **Priority of Agreements and Errors/Discrepancies**

2.4.1 This Agreement, and all other Agreements and documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- a) this Agreement;
 - b) Letter of Intent
 - c) Written clarifications and addenda issued.
 - d) RFP Document
 - e) all other agreements and documents forming part hereof;
- i.e. the agreement at (a) above shall prevail over the agreements and documents at (b), (c), (d) and (e) above.

2.4.2 In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- b) between the Clauses of this agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail; between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- c) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and between any value written in numerals and that in words, the latter shall prevail.

ARTICLE: 3

Grant of License

- 3.1 **Restaurant (“Licensed Space”)** located on First Floor at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh, is being offered for licensing, as detailed in **Appendix-I**.

The **Restaurant** shall be handed over for commercial activities with specified reservations (except for banned activities/negative list as per **Appendix-II**) on date of signing of Hand Over Note as per **Appendix-IV**, or within 7 days from the date of receipt of full payment as stipulated in Letter of Intent (LoI), whichever is later. The area of licensed space shall be as per the area mentioned in Annexure 1 of RFP and concurred in LOI.

APPLICABLE RESERVATIONS

- 3.2 The license has been granted to the Licensee with following reservations:
- Restaurant-01 does not have any reservation
 - Restaurant-02 shall be reserved to serve only vegetarian food.

LICENSE COMMENCEMENT AND TENURE

- 3.3 The License period shall be initially for **five (05) years** term from commencement date and thereafter, on approval of Licensor, extendable further for another term of **five (05) years**.

- 3.4 After completion of total ten (10) years of License including aforementioned extensions or upon termination, the Licensee shall not reserve any rights to the allotted licensed space. The Licensor shall have right to call for fresh proposal for the Licensed space.

- 3.5 The Licensee cannot terminate or Exit from the License Agreement for one (01) year (i.e twelve month) from the commencement date.

In case of breach of this commitment by the licensee, complete advance License Fee deposited by the licensee shall be forfeited. In such case interest free security deposit will be refundable after deduction of applicable dues/arrears/damages etc, subject to agreement conditions.

- 3.6 Post completion of one (1) year of license term from the commencement date, the Licensee may terminate or exit the license agreement by giving advance 90-day notice during the License period, subject to fulfilling all conditions of License agreement, in such case

- Interest free balance license fee (for the remaining months of the license year post completion of 90 day notice period) shall be refunded to the Licensee, after adjusting the outstanding dues, if any, payable on the part of the Licensee to Licensor.
- Balance interest free Security Deposit of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of the Licensee to Licensor. Balance outstanding dues, if are more than interest free Security Deposit, shall also be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else Licensor will seize their property treating at “Zero” or “Nil” value.

- 3.7 In case of breach of License Agreement or the Licensee abandons the licensed space or if the Licensee is desirous of terminating the License without serving any intimation/notice period or shorter intimation/notice period than 90 days, the agreement shall have deemed to be terminated on completion of such improper intimation period. In such cases, complete advance license fee and security deposit paid by the licensee shall be forfeited. Balance outstanding dues, if are more than interest free Security Deposit, shall be also recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else Licensor will seize their property treating as “Zero” or “Nil” value. Licensor shall be free to dispose of the said property/goods in whatsoever manner it deems fit. Licensee shall have no claim for compensation of consideration/ damages in this regard.

LICENSE FEE

- 3.8 The **Restaurant** shall be handed over to Licensee on ____ day of _____ 20____. The License fee for **Restaurant**, bearing **Identification No.** _____ shall commence w.e.f. _____ considering 150 (One Hundred Fifty) days fit out period for preparation/ renovation of licensed space and shall be charged till the termination/ completion of agreement.
- 3.9 The Licensee agrees voluntarily and unequivocally to make all payments to Licensor as may be due before the due date, without waiting for any formal advice from Licensor. In the events of non-receipt of any invoice, the Licensee agrees to collect the same from the office of authorize representative of the Licensor.
- 3.10 The yearly license fee of Rs. _____/- (Rupees _____ only) plus GST/Taxes as applicable shall be paid to Licensor on yearly basis 30 (thirty) days in advance before the last day of the running year. The accepted rate is Rs. _____/- (Rupees _____ only) per Sqm per month (Rs. _____/- per Sqft per month¹) as shown in the letter of acceptance issued to _____ vide letter no. _____ dated _____ duly accepted by the Licensee.

The Licensee also irrevocably agrees that an escalation of 5% per year over the License Fee paid for the immediately preceding year shall be applicable and shall be paid by the Licensee as per the provisions of this Agreement.

- 3.11 The monthly Common Area Maintenance (CAM) Charges will be capped at Rs. _____ per sq.m (i.e Rs. _____ per Sq Ft) per month on licensed space till end of financial year 2018-19 i.e. till 31st March 2019 and will be charged "As Per Actual" for subsequent years thereafter.

Monthly Common Area Maintenance (CAM) Charges of licensed space shall be payable on or before the due date.

Licensee shall also pay other dues i.e. statutory dues/ liabilities, electricity and water consumption charges, damage/penal charges, pending arrears, etc. as applicable time to time.

- 3.12 The licensee shall make payment through Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the LoI after obtaining prior approval of Licensor as per the prescribed format.
- 3.13 Licensee shall periodically advise the details of payment deposited with Licensor. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of Licensor), then others dues/ liabilities like electricity, etc, and lastly License fee shall be accounted for.
- 3.14 Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle Licensor to terminate the License Agreement as per provisions stipulated in Article-8 of the License Agreement. Besides, the licensee shall pay an interest of 18% (eighteen percent) per annum on the amount of license fee and other dues outstanding after the due date and falling in arrears. Interest shall continue to accrue on monthly compounding basis till all the payable amount of license fee and other dues are finally squared up. Such interest shall be charged on outstanding dues for the actual day(s) of delay in payment.
- 3.15 In case payment is not made by due date, 15 days' notice to cure the Licensee's Event of Default shall be issued. In the event of licensee failing to cure the Default, Licensor shall be entitled to terminate the license after issuing 30 days' termination notice and shall be free to forfeit Interest Free Security Deposit after adjustment of all dues payable by the licensee what so ever and take such other action available to it under this Agreement and as per Law. The utilities being provided to the licensee may be disconnected after 15 days of termination notice if the licensee fails to deposit the outstanding dues.
- 3.16 The licensee shall vacate Licensed Space by taking away all his articles and hand over vacant space to Licensor on or before the 30 days grace period from date of issue of termination notice otherwise Licensor shall take over the possession of the property goods and all the belongings/ inventory/ property/

¹ Conversion factor: 1 Sqm = 10.76 Sqft

installations/ fittings/furniture/goods etc. shall be vested with Licensor at Zero/Nil value. Further Licensor shall be free to dispose of these goods by any procedure as deemed fits manner. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration thereafter in future.

- 3.17 The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from Licensor or its authorized representative in proof of licensee having vacated the site shall be required to be submitted by the Licensee. Any claim of vacation/ non-vacation without the endorsement of Licensor or its authorized representative shall not be entertained.

INTEREST FREE SECURITY DEPOSIT

- 3.18 Licensee shall pay Interest Free Security Deposit to Licensor, equivalent to 06 months License Fee as Security Deposit. The Interest Free Security Deposit shall be accepted through Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the LoI. Security Deposit should remain valid for a period of sixty (60) days beyond the date of expiry of License period.
- 3.19 Interest Free Security Deposit shall be refunded after successful completion of the full term of the License period or on surrender of the licensed space as provided above in para 3.4 in case the licensee opts to exit from the contract before full term.
- 3.20 Interest Free Security Deposit shall be refunded in case Licensee exists from the License Agreement after successful completion of License Period subject to conditions in para 3.6.
- 3.21 In case of death of licensee, legal heir shall be responsible for the Licensed space. On expiry of the License the unadjusted balance of Security Deposit and advance deposits shall be returned / refunded to the legal heir of the licensee after adjustment of dues, if any.
- 3.22 Licensor reserves the right to forfeit Security Deposit and all other payments made by Licensee under below conditions:
- a) If the Licensee has abandoned the Licensed space for more than 30 (thirty) days without written approval from the Licensor or his/her appointed representative.
 - b) Exiting from license agreement after payment of Security Deposit even without taking possession of Licensed Space.
 - c) In case of any Licensee Event of Default or breach of License Agreement.
- 3.23 Licensor reserves the right for deduction of Licensor's dues from Interest Free Security Deposit at any stage of agreement i.e. currency/completion/termination/surrender, against -
- a) Any physical damages caused by Licensee or its contractor/sub-contractors/staff and labour employed/ engaged by them to the property of the Licensor
 - b) Any amount imposed as a penalty and adjustment for all loses/damages suffered by Licensor for irregularities committed by the Licensee.
 - c) Any amount which Licensor becomes liable to the Government/Third party due to any default of the Licensee or any of his servant/ agent.
 - d) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - e) Any other outstanding payment due to Licensor as per License Agreement.
- 3.24 Once any amount is debited from the interest free Security Deposit, the Licensee shall reimburse the Security Deposit to the extent the amount is debited, within 15 days period failing which it shall be treated as Licensee's Event of Default.

TAXES AND OTHER STATUTORY DUES

- 3.21 The property tax applicable, if any, on the property of Licensor shall be borne by the Licensor.

- 3.22 GST and other taxes, as applicable time to time, shall also be borne by Licensee.
- 3.23 All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and shall have to be remitted along with the License Fee for onward remittance to the Government. The Licensee shall indemnify Licensor from any claims that may arise from the statutory authorities in connection with this License.
- 3.24 Payment of all stamp duties for registration of Licensed space required to be executed for license agreement shall be borne by Licensee.

ARTICLE: 4

Maintenance and Operation of Restaurant

4.1 Temporary Fit-out Works:

- (a) Restaurants and kitchen space has be provided as bare shell facility only and the Licensee shall carry out any temporary fit-out works on its own cost as, per the business requirement within said premises but without in any way altering or damaging main/shell structure or building facade or equipment's installed by the Licensor and building infrastructure of the said premises. Licensee shall need to take prior written approval from Licensor through a written notice prior to commencement of any fit-out works and if necessary Licensor reserves the right to ask for and review the temporary fit-out plan/ drawings before providing consent.
- (b) All the work shall be done at the cost of Licensee complying and strictly following the safety procedure, measurement and fit-out guidelines laid down by the Licensor. If it is noticed at any stage that Licensee is not complied the safety procedure, measurement and guidelines laid down by the Licensor, a penalty shall be imposed on the Licensee as deemed fit by the Licensor.
- (c) The Licensee shall be responsible for the costs of removing debris from the premises and shall be responsible for all damage to the common areas of the complex like flooring, lift cars etc during the process of temporary fit-out works. Any special cleaning or drain clearance necessary as a result of the temporary fit-out works and any other costs incurred by Licensor including any extra security costs, which are caused by, or in connection with, the works shall also be charged to the Licensee's account. The Licensee shall have to bear the cost of the damage plus service charges. However before incurring any such costs the Licensee shall be briefed on the requirements by Licensee.

4.2 Maintenance & Repairs:

- (a) Licensee shall bear the cost of minor day-to-day repairs and maintenance including white washing. All major repairs due to constructional defects shall be the responsibility of Licensor. If the major repairs or maintenance required to be carried out by Licensor are not carried out within reasonable time, the Licensee shall have the right to get the needful done with prior written consent of Licensor and deduct the cost thereof from the amount payable to Licensor.
- (b) Licensee shall be at liberty, on termination of this license, to remove/ take movable items, equipment or appliances installed by it leaving licensed premises, on as is where is basis as far as possible.
- (c) The premise, which has been handed over to the Licensee under this agreement, shall be kept in good condition and maintained properly by the Licensee at their own cost. If the property is not handed over in good condition as required under this agreement, Licensor reserves the right to seek exemplary damages and indemnification.
- (d) Licensee shall ensure that all the furniture, provided by the Licensor, shall be maintained in a proper manner and after every year, if any furniture is found in depleted condition then the same shall be replaced by the Licensee at his own cost. Licensor at any time, even before completion of License Period, may instruct the Licensee to replace / repair the furniture or any other moveable or immoveable assets;

4.3 Operation of Restaurant:

- (a) Licensee shall operate and maintain the Project Facility during the Agreement Period and adhere to Operation and Maintenance Requirements outlined by the Licensor, its facility management team/s or any of its authorized representatives. In case Licensor finds Licensee failing to meet any Operation and Maintenance Requirements as outlined by the Licensor, Licensor shall give a notice to Licensee stating the fault (the "Fault") and grant time to rectify the same. If Licensor finds the Fault has not been rectified within the time period specified, then Licensor shall have the right to rectify the Fault and recover the expenses for the same from Licensee. In such case, Licensor shall have the right to encash Security Deposit to the extent of expenses incurred in rectification of the fault.

- (b) Licensor shall be required to apply for and obtain clearances as applicable for holding any event in the Licensed Space, including but not limited to permissions from local bodies, police, traffic, fire etc.
- (c) Licensor shall be required to acquire, on his own cost, all applicable permits required to be obtained or maintained by the Licensee under Applicable Laws for the operation of the licensed space during the subsistence of this Agreement.
- (d) The activities as mentioned in APPENDIX-II of this agreement, shall be strictly prohibited in the Licensed Space.
- (e) Licensee shall keep the premises clean and shall ensure proper disposal of any garbage generated in the Licensed Space.
- (f) Licensee shall ensure that fire detection and suppression measures installed inside his premises are kept in good working condition at all times.
- (g) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer of Licensor for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the fire officer. Non-compliance may be treated as breach of contract and license shall be terminated.
- (h) Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/ fires. The instructions in this regard by the Licensor electrical inspector/authorized representative must be complied with. Any cost/s associated with implementation of such instruction shall be borne solely by the Licensee.
- (i) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensations or any other consideration whatsoever on account of implementing the instruction issued by Licensor fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- (j) Licensee shall keep and maintain the licensed space in neat, clean condition and in safe and sound manner during the license period. Any defective, weak or corroded structure should be replaced immediately with new proper structure. In case of any incident/ injury caused due to error/ omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
- (k) Licensee and its employees or other persons involved in the execution of the work shall not in any way impinge on the safety and security of the premises, visitors' convenience, and Licensor's assets.
In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to visitor or Licensor's employees or loss to Licensor's property, it shall constitute Material Breach of Contract and considered Licensee Event of Default that shall entitle Licensor to terminate the License Agreement with 60 days written notice.
- (l) The Licensee shall, in the event of any accident, incur any expenditure or take any other action as necessary (in accordance with Good Industry Practices).
- (m) Access to premise shall be regulated by the O&M Administration of the Licensor and Licensee is required to take necessary permissions in this regard from the office of said O&M Administration as per extant policy of Licensor. It is clarified that the permission to the Licensee shall not be unduly denied.
- (n) The Licensee shall ensure safety and security of Licensed space. Licensor shall not take any responsibility.
- (o) Joint inspection of Licensed Space shall be conducted by Licensor's officials and Licensee, on regular basis as scheduled by said O&M Administration. Discrepancy noticed or instructions issued by Licensor shall be rectified/ complied by Licensee within a period of 15 days, failing which Licensor reserves right to impose fine/ penalty as deemed fit by Licensor. Deliberate or willful non-compliance of Licensor written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default that shall entitle Licensor to encash Security Deposit and or terminate

License Agreement after giving 60 days notice to the Licensee. Such termination of License Agreement and forfeiture of interest free Security Deposit by Licensor after adjustment of all dues what so ever shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.

- (p) The overall control and supervision of the premises shall remain vested with Licensor who shall have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license agreement. Licensor so reserves the right to enter the licensed premises to repair and replace the fixtures provided by Licensor.
- (q) The Licensee recognises and acknowledges the fact that the Project is intended to provide a public facility and the Licensee shall have no right to prevent, impede or obstruct any bona fide Users from using the Project Facility, save for regulating such usage under the terms of this Agreement. Under exceptional circumstances, if the Licensee apprehends any detriment to the Facility, it shall seek instructions from the Licensor or its authorized representative, whose decision in this regard shall be final.
- (r) Encroachment: The Licensee shall strictly not encroach up common areas/circulating areas or any other space, and restrict his operation to within the licensed space. In case, the Licensee encroaches upon the common area, circulating area or any other space then a fine/ compensation, appropriate action may be taken by O&M Administration of Licensor as deemed fit.
- (s) Further, Licensor can impose the fine/penalty on Licensee as deemed fit on the following offenses:
 - i. Licensee staff found in drunken condition/ creating nuisance/ indulging in bad conduct.
 - ii. Any staff of the Licensee found creating nuisance on duty.
 - iii. Improper maintenance & defacement of the Property.
 - iv. Dishonor of drafts and Cheques given by Licensee in favour of Licensor.
 - v. Misbehavior with staff of Licensor, other occupants and visitors of the premises.
 - vi. Not following safety and security norms as may be indicated by authorized representative of Licensor.
 - vii. Any staff of the Licensee found without ID Card.
 - viii. Not following the instructions issued by Licensor's authorities from time to time
- (t) The option to impose fine, penalty, etc under this License Agreement shall be exercised by O&M administration or by Licensor's authorized representative.
- (u) On operational ground/ administrative exigency, the Licensor may ask the Licensee to vacate any Licensed Space. Thereupon, the Licensor shall refund the interest free Security Deposit after adjusting damages & dues and balance License Fee on prorata basis. The Licensee unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration on this account on whatsoever reason.

ARTICLE: 5

Rights and Obligations

5.1 Licensee's Obligations:

The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement

- (a) to obtain due permits, necessary approvals, proprietary rights, licenses, clearances and sanctions from the competent authorities for intended commercial activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.;
- (b) to discharge its obligations as per the applicable conditions of licenses, proprietary rights, permits, National Building Code, Development Control Rules, and the principles of good industry practice and as a reasonable and prudent person, statutory requirements, laws of the land and any other norms, which are applicable from time to time.
- (c) to operate and maintain the Licensed Space at all times in conformity with this Agreement;
- (d) to bear the cost/ expenditure to be incurred on the commercial operation of the Licensed Space during the entire Agreement Period;
- (e) to make all payments due towards the Licensed space in timely manner, as per the provisions of this Agreement.
- (f) to duly supervise, monitor and control the activities in the Licensed Space, including regulating the use of Licensed Space by third party sub-contractors, if any, appointed by the Licensee;
- (g) to get prior approval of the Licensor in case there is any change/modification in the Licensed Space defined hereof during the Agreement Period.
- (h) to ensure that no structural damage is caused to the existing buildings, Licensor's equipment's and building infrastructure & other permanent structures of the Licensor's property as a result of his activities or any of its agents, contractors, etc. and not make any changes in the facade;
- (i) to provide all assistance to the Licensor, its appointed facility management team/s, and their authorized representatives, as it may require for the performance of their duties and services;
- (j) to ensure that no goods are stored that are not permitted by law including those of hazardous, explosive, flammable or combustible in nature that may cause risk by fire, explosion or goods/material which on account of their weight or nature may cause damage to the premises. The Licensee shall be liable or responsible for destruction or damage to the premises;
- (k) to set up gas bank for cooking purposes. The Licensor will only give NOC for such connections wherever required. Any payment of this account shall have to be borne by the Licensee and will not claim any reimbursement from the Licensor. Gas bank is the responsibility of the Licensee and any clearance required from civic bodies, fire department etc. would be the responsibility of the Licensee.
- (l) to ensure only commercial gas cylinders are used for the operations at the Licensed Space and ensure only gas burners/electric gadgets are used in the kitchen for preparation of food items;
- (m) ensure that dishwashing shall not be in open area or in any other area which has been given for use under this agreement except in the kitchen area;
- (n) to ensure compliances of all rules and regulations/notifications issued from time to time by Ministry of Health, Municipal Corporation and/or any appropriate authority in this regard;
- (o) ensure that the operation of the licensed space including but not limited to its branding or naming, commodities and services offered does not negatively affect public sensitivities. In case of default of such nature, Licensor reserve the right to take necessary action as deemed fit.

- (p) to have the right to locate hoardings and advertisement boards, as per the applicable laws after prior approval from Licensor, in the approved location in the Project Facility. The Licensee will have to follow the colour scheme and design for various hoardings/ display boards as approved by Licensor.
- (q) be responsible for all liabilities arising out of operation, maintenance & management of the License Space. The Licensee shall plan, organise and execute the Works so that there is least disruption to the movement and minimal inconvenience to the neighboring facilities. The Licensor shall assist the Licensee in all respects with reference to such works, but the assistance or denial thereof shall not release the Licensee from its obligations;
- (r) to be responsible in the operation of machinery and any other work, to take all precautions to ensure safety of the staff, labourers and public.
- (s) to take all reasonable steps to protect the environment (both on and off the Licensed Space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
- (t) to be liable for and shall indemnify, protect, defend and hold harmless the Licensor, the Licensor's officers, employees, advisors and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgements arising out of the failure of the Licensee to discharge its obligations under this Article and to comply with the provisions of health, safety and environmental laws as applicable;
- (u) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over all or any part of Licensed Space or Assets within the Licensed Space, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
- (v) to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience,
- (w) at all times, to afford access to the Licensed Space to the authorised representatives of Licensor, other persons duly authorised by any Governmental Agency having jurisdiction over the business of Licensed Space, to inspect the Licensed space and to investigate any matter within their authority and upon reasonable notice; and
- (x) to hand over the Licensed Space to Licensor upon Termination of this Agreement, in accordance with the provisions thereof;

5.2 The Licensee shall be solely and primarily responsible to Licensor for observance of all the provisions of this License Agreement on behalf of the Licensee, its employees and representatives and agents and any person acting under or for and on behalf of the Licensee; contractor(s) appointed for the Licensed Space as fully as if they were the acts or defaults of the Licensee, its agents or employees.

5.3 The Licensee shall comply with all rules and regulations notified by Licensor from time to time.

5.4 No tenancy/sub-tenancy is being created by Licensor in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:

- (a) The Licensee shall not have or claim any interest in the said Licensed Space/premises as a tenant/sub-tenant or otherwise.
- (b) The rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- (c) The relationship between Licensor and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between Licensor on the one hand and Licensee on the other hand in

connection with and/or relating business to be operated by Licensee at the said premises.

5.5 Licensee shall not sub-lease, assign any of its rights, or interest in this Agreement in favour of any company/person(s) at any time and for any reasons whatsoever.

5.6 Licensee shall be liable and responsible for compliance of all statutory requirements as may be applicable in respect of the operation of the Licensed Space.

5.7 Infrastructure:

(a) Electricity:

The Electricity will be provided for licensed space on Licensee's request, depending on the feasibility and availability of load. Electrical work, if required, shall be carried out with prior approval of Licensor for release of Electrical Power and all costs associated with provision of electricity shall be borne solely by the Licensee.

(b) Parking

The parking facilities provided as part of the overall parking for the campus may be used.

5.8 Services to be Provided by Licensor:

Reasonable security services for the building, cleaning, trash removal from designated collection points and washing of the building premises, adequate lighting in the common areas and exterior lighting outside the building to be provided by Licensor. In the event that any one of the services provided by Licensor may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, Licensor shall not be liable to the Licensee therefore provided however that Licensor shall use its best efforts to restore such services as soon as reasonably possible.

ARTICLE: 6

Indemnity and Insurance

- 6.1 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.
- 6.2 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.
- 6.3 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 operations of the Licensed Space.
- 6.4 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 whatsoever in respect thereof or in relation thereto.
- 6.5 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, including but not limited to workmen's compensation insurance and EPF, PF, ESI and Statutory compliances. Licensee shall indemnify the Licensor for any loss and damages suffered due to violation of its provision.
- 6.6 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.
- 6.7 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 Licensor against any liability arising in connection with the employment of its personnel in the premises by Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit copy of same to O&M Administration of Licensor or representative authorized by the Licensor, in accordance with Licensor's policies regulations prevalent at that time.
- 6.8 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.
- 6.9 The Licensee shall indemnify the Licensor from any damage charges to be incurred if the licensed space has not been handed over to the Licensor in good condition as required under this agreement.
- 6.10 The Licensee shall indemnify the Licensor from any serious accident caused due to negligence of the Licensee, resulting in injury, death to visitors or the Licensor employees or loss to property of the Licensor.
- 6.11 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless the Licensor, officers of the Licensor, employees, advisors 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.
- 6.12 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.
- 6.13 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.

ARTICLE: 7

Force Majeure

- 7.1 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, Flood, Inundation, Landslide.
 - (b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
 - (c) Fire caused by reasons not attributable to the Licensee or 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.
- 7.2 Occurrence of any Force Majeure shall be notified to the other party within 15 days of such conditions. 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, payable to the Licensee.

ARTICLE: 8

Breaches/Surrender/Termination of License Agreement

Surrender of License Agreement:

8.1 The Licensee shall not have option to terminate or Exit from the License Agreement for one (1) year (i.e twelve month) from the commencement date.

In case of breach of this commitment by the licensee, complete advance License Fee deposited by the licensee shall be forfeited. In such case interest free security deposit will be refundable after deduction of applicable dues/arrears/damages etc, subject to agreement conditions.

8.2 Post completion of one (1) year of license term from the commencement date, the Licensee shall have option to surrender the License agreement hereby created, provided that

- (a) Licensee may terminate or exit the license agreement by giving advance 90-day notice during the License period, subject to fulfilling all conditions of License agreement;
- (b) There is no arrear pending with the Licensee on the date of issue of surrender notice, and
- (c) Licensee continues to pay all dues as per schedule to the Licensor till the date of pre-mature closure of License Agreement, and
- (d) Licensee shall hand over, vacant and peaceful possession of licensed space, to Licensor, free from all encumbrances and in original condition free of cost within 15 (fifteen) days from closure of License agreement.

8.3 If Licensee satisfies the above said conditions of surrender of License Agreement, the Licensor shall refund the Interest free balance license fee and interest free security deposit after recovery/adjustment of any amount/s due to the Licensor and following the provisions of clause 3.6 of agreement.

Breach of License Agreement/ Licensee's Events of Default:

8.3 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, common area maintenance (CAM) charges and 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 Licensee is in persistent non-compliant of written instructions of officials authorized by 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 notice (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 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 lien in favour of any person or agency,

over the licensed 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 liquidator 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 License under this Agreement.
- (m) If the Licensee has abandoned the Licensed 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 prohibited activities as per **Appendix-II**.

Termination of License Agreement by Licensor:

- 8.4 Provided that in the event of application of clauses 8.3 (a) and (b) above, the Licensor shall give to the Licensee 30 day time to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the Licensor within the cure period, the event shall not be considered as a Licensee Event of Default.
- 8.5 On operational ground or any other Administrative Exigencies: Licensor reserve the rights to terminate License Agreement by giving 2 (two) month advance notice in such exigency. License agreement shall stand terminated and Licensee shall be refunded the balance License Fee on prorata basis and balance Security Deposit after adjusting outstanding dues, if any. Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. Licensee shall remove his belongings from Licensor's premises within 30 days of issue of termination letter, failing which these belongings shall become property of Licensor. Licensor shall be free to use/ dispose-off these belongings in whatever manner as deemed fit. Licensee shall have no claim, compensation or consideration on any account of these belongings.
- 8.6 Termination for Force Majeure: The License Agreement may be terminated for Force Majeure Reasons as specified in Article 7.

Other Conditions:

- 8.7 After termination/ surrender/ expiry of License period or due to force majeure events, Licensee shall forthwith vacate the said premises and remove movable item, equipment or appliances as well as its personnel from the said premises without causing any damage to the property of the Licensor.
- 8.8 On termination of License Agreement in the Event of Default by Licensee, Licensor shall forfeit interest free Security Deposit and advance license fee paid by Licensee after adjustment of all dues what so ever outstanding to Licensor including electricity, CAM charges and any other charges under this agreement without prejudice to rights and remedies applicable under the law.
- 8.9 Termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.
- 8.10 After completion of tenure of license/ pre-mature termination/ surrender, Licensee voluntarily agrees to remove all his belongings/equipment installed by Licensee inside Licensed premises within 30 days grace period from date of issue of termination of License Agreement, failing which, it shall become sole property of Licensor at zero/nil value and Licensor shall be free to do as it deems fit with the same. Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account.
- 8.11 All third party agreements, entered by Licensee, shall stand terminated on expiry of agreement between Licensor and Licensee.
- 8.12 Rights of Licensor on Termination: Licensor shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of

employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the licensed space.

8.13 Licensor's Right to Re-tender the licensed space on Termination:

- (a) Licensor shall have right to re-tender licensed space on termination of this Agreement for any reasons whatsoever.
- (b) After completion of License Period, the Licensee shall not reserve any rights to the licensed Space.
- (c) Licensor if it deems necessary shall also have right to seal or lock the licensed space upon termination.

ARTICLE: 9

Dispute Resolution

9.1 Conciliation

- (a) In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation. All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall in the first place be referred to a Sole conciliator appointed by Licensor on receipt of such request from either party.
- (b) The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect as of arbitration award. The Licensee shall have no objection if the sole conciliator is an employee of Licensor. The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings/ Court proceedings. The venue of such conciliation shall be at Delhi/ New Delhi or Varanasi, Uttar Pradesh as per the decision of the Licensor. The decision of the Sole conciliator shall be binding on all the parties. The cost of Conciliation shall be borne by the respective parties equally.

9.2 Arbitration

- (a) If the efforts to resolve all or any of the disputes through conciliation fail, then such disputes or differences, whatsoever arising between the parties, shall be referred to arbitration.
- (b) The decision of sole Arbitrator/ panel of Arbitrators shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Delhi/ New Delhi or Varanasi, Uttar Pradesh as per the decision of the Licensor.
- (c) The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.
- (d) **Rules governing Arbitration Proceedings:** The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made.
- (e) During the pendency of arbitration / conciliation proceedings, the Licensee shall continue to perform and make due payments due to Licensor as per License agreement.
- (f) **Jurisdiction of Courts:** The Court at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

ARTICLE: 10

Representations and Warranties

10.1 The Licensee represents and warrants to Licensor that

- (a) It is duly organized, validly existing and in good standing under the laws of India;
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (d) It has the financial standing and capacity to undertake the commercial utilization (under the specified category, if any) of the licensed space;
- (e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) It has fully complied with the below requirements of consortium, if applicable:
 - i. The number of Members in the Consortium does not exceed more than 2 (two)
 - ii. The Lead member of the consortium maintains a share of at least 51% (fifty-one percent), till the end of License Period.
 - iii. All members of the Consortium are liable jointly and severally for all obligations of the Licensee in relation to the Licensed space in accordance with the Agreement.
 - iv. Lead Member is not re nominated/replaced/substituted during the entire License Period.
 - v. For any change in the Consortium composition other than Lead Member, prior approval will be acquired from the Licensor as the case may be.
- (g) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
- (h) There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- (i) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
- (j) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- (k) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to Licensor or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- (l) The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that Licensor shall not be liable for the same in any manner whatsoever to the Licensee.
- (m) The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of Licensor. The

Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

10.2 **Obligation to notify change:** In the event that any of the representations or warranties made/ given by the Licensee ceases to be true or stands changed, it shall promptly notify Licensor of the same.

10.3 **Licensor covenants:**

- (a) Licensor covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's possession of the licensed space, Licensee's use of the premises, or the rights granted to the Licensee hereunder.
- (b) Licensor covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in the agreement, the Licensee shall peacefully and quietly enjoy the premises without hindrance or disturbance by Licensor or by any other person(s) claiming by, through or under or in trust for Licensor.
- (c) On paying the License Fee, Licensee hereby reserved and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the licensed space throughout the said term without any interruptions by the Licensor or by any person claiming by, through, under or in trust for Licensor.
- (d) Licensor shall provide, if required for seeking any permission pertaining to commercial activities from any Government Agency, necessary documents pertaining to Licensor properties.

ARTICLE: 11

Miscellaneous

- 11.1 Licensee shall comply with the laws of land including State Pollution Control Board guidelines. Licensor shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.
- 11.2 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of Licensor and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify Licensor from any claims that may arise in connection with above.
- 11.3 Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to Licensor with respect to all his personnel deployed. Further within 45 days of issue of LOI, Licensee shall submit police verification report in respect of all its personnel shall be furnished by the Licensee to Licensor. All the Licensee's personnel shall be required to possess ID card while working in Licensor's premises as per prevailing procedure. Access inside other premises of the Licensor's property shall not be allowed without prior approval from authorized personals from Licensor.
- 11.4 Misuse: The Licensee shall use the granted area under the agreement only for the services under the specified category, except activities and items prohibited as per Appendix-II of this agreement, and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said premises for any other purposes other than the specified category the license shall deemed to have been misused and Licensor shall immediately terminate the said agreement. All liabilities for mis-user charges and mis-user proceedings; if so initiated shall be that of the Licensee only. The Licensee shall indemnify and keep indemnified Licensor for any losses/ penalties on this account levied by any judicial/statutory authorities/courts.
- 11.5 Signage:
- The Licensee shall have the right to put up signage's of size as approved by the (O&M) administration of Licensor displaying generic name of the Licensed Space. The signage need to confirm to all governmental laws, regulations or ordinance relevant thereto.
 - The Licensee shall need to obtain a written approval from Licensor by way of a notice before putting up any form of signage and Licensor reserves the right to refuse or to suggest an alternation to the same. The signage shape and location etc are subject to architectural controls to be issued by Licensor.
 - Placement of Signage without the permission of Licensor or placement in non-approved locations shall attract a penalty on Licensee as deemed fit by the Licensor. In case of persistence default, Licensor reserve the right to terminate the agreement with forfeiture of the (interest free) Security Deposit and advance license fee paid in its favour after adjustment of all dues what so ever.
- 11.6 Notices:
- Licensor and Licensee voluntarily and unequivocally agrees -
- That any notice to be served upon Licensor shall be sufficiently served to the correct communication address given below:
Authorized Representative of Licensor:
Address of Communication of Licensor:

- b) That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered AD/ Speed Post/ Courier at the Address given above in clause 11.6a of the License Agreement or delivered in person by the authorized representative of Licensor.
- c) That any notice or correspondence under the terms of this License shall be in writing by Registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the O&M administration or by Licensors duly authorized representative.
- d) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

Licensing of Air-conditioned Restaurant

At

Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh

(Draft License Agreement Appendices)

Name and address of the Licensee to whom issued:

.....
.....
.....
.....

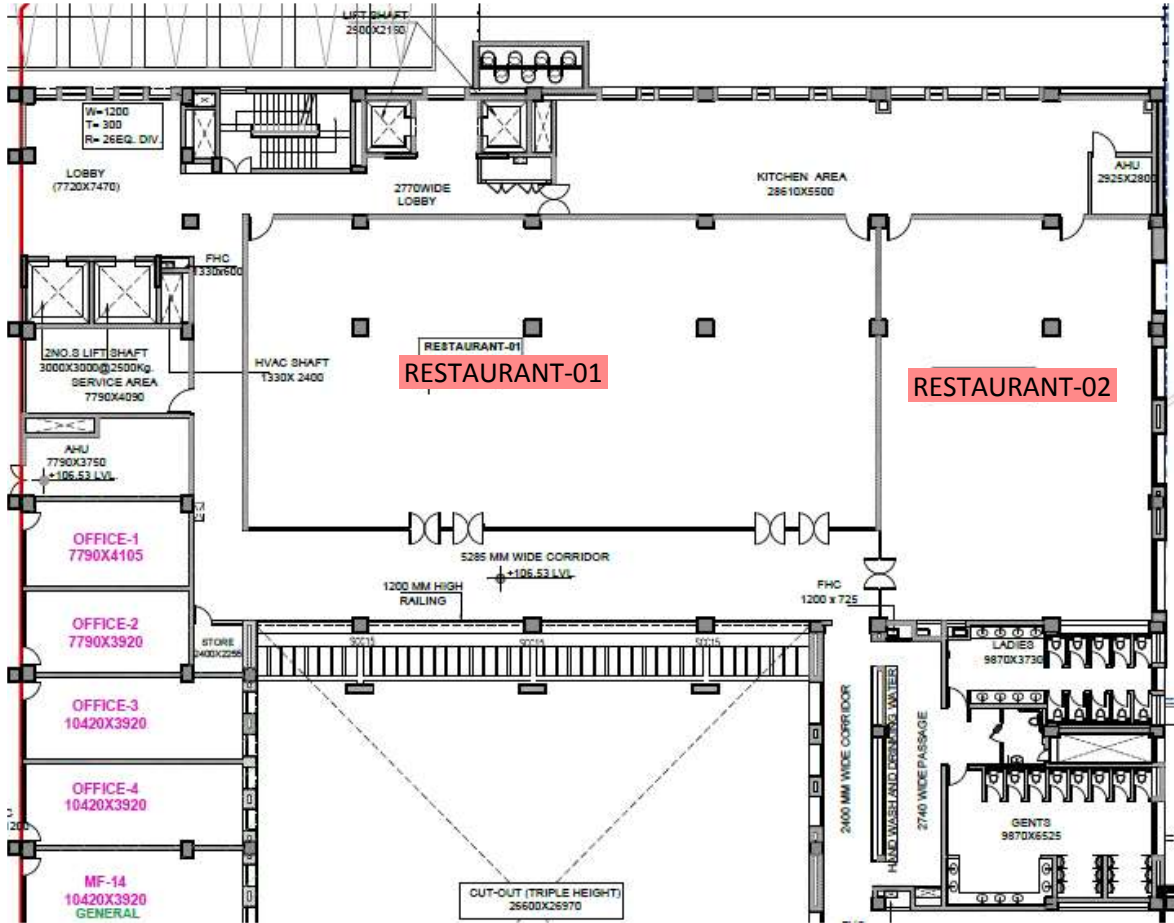
Date

Place.....

APPENDIX-I

Details of Restaurant

Layout map and area details



Restaurant Identification Number	Length (M)	Breadth (M)	Carpet Area (Sq M)	Factor	Super Area (Sq M)
RESTAURANT-01	30.155	14.790	445.99	2	892.0
RESTAURANT-02 (Vegetarian)	13.025	19.270	250.99	2	502.0

Details of available furniture in Restaurant Spaces

Restaurants and kitchen space shall be provided as bare shell facility only. No furniture, false ceiling or floor finishing are provided for the restaurants. Only main tap off points for all core services such as electrical, fire alarm, firefighting, air-conditioning, water supply and drainage, power backup etc. provided.

The area of kitchen for each restaurant space is allocated in proportion of respective restaurant size.

Note-1: In case of any concerns or difference of opinion regarding area calculation/ allocation, decision of Estate Officer or person authorized by Licensor, shall be final and binding.

Note-2: Spaces offered on License basis are on “as is where is basis”. On this area the successful Applicants are expected to carry out all works, as needed, on its own cost, for commercial utilization of the Licensed space subject to conditions under this Agreement.

APPENDIX-II

Prohibited Activities

Prohibited activities at Deendayal Hastkala Sankul (Trade Centre & Museum) at Varanasi:

- a) Any product/Service, sale of which is unlawful/ illegal or deemed unlawful under any Act.
- b) 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.
- c) Sale of open liquor
- d) Sale of tobacco and tobacco products.
- e) Defacement of the building structure or facade or boundary.
- f) Use of loud speakers
- g) Use of musical instruments and band etc. without requisite permissions/approvals from concerned/ Competent Authority (allowed only upto 10 PM).

APPENDIX-III

Format for intimation for deposition of payments

Via RTGS/NEFT/DD/Banker's Cheque

1. Name and address of Licensee/ Party/ Company _____
2. Licensed Space: **Restaurant bearing identification no:** _____
3. Invoice No. and Date (If applicable) _____
4. Period of Invoice _____
5. Head/item wise details of payment to be submitted as described in the invoice

Item No.	Description/Head details	Period	Amount

Gross amount to be deposit

Less statutory deductions such as TDS

Net amount to be deposit

7. TDS registration No. of client/Licensee _____
8. GST No. of client /Licensee _____

Note: Licensor's authorized bank name and account No. to which payments to be made –

Name and designation of authorized representative of Licensee/ Party/ Company

All Licensee's Parties/ Companies are directed to give complete compliance to this and ensure to deposit the details at least seven days before of due date of making payments.

To be filled by Licensor's Appointed Officials

The aforesaid details is checked and verified by Licensor's Appointed Officials and is **approved/ disapproved** for submission through RTGS/NEFT/DD/Banker's Cheque, with following observations:

1. _____
2. _____
3. _____

Licensee is hereby directed to submit confirmation of deposition of payment before due date.

Dated: ____/____/____

Signature of Authorized Representative of Licensor

APPENDIX-IV

Handing Over Note

Date: __/__/20__

Restaurant bearing identification no:.....measuring sqm, at ground floor Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh.

Restaurant bearing identification no:.....at first floor Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh is handed over to the Licensee, through Shri.....of M/soffice at on..... (date) at..... (time), in the presence of authorized representative of Licensor.

List of Licensor's assets in the Licensed space is reviewed and acknowledged by both the parties and is attached along with this note.

Licensee hereby acknowledge the receipt and assumes all responsibility of the above described Licensed space and Licensor's assets in the Licensed space, as per the License Agreement, from the date and time stated above.

Licensee

Authorized Representative of Licensor

ANNEXURE-V

Taking Over Note

Date: __/__/20__

Vacant possession of the **Restaurant**, bearing **identification no:**....., measuring sqm at First Floor of Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh has been taken over on (Date).....(Time) from the Licensee through Sh./Smt./M/s in the presence of authorized representative of Licensor.

Licensee hereby acknowledge that there is no due pending with the Licensor of his/her representatives and acknowledges that the Licensee would hence forth have no rights what so ever on the above mentioned premises.

Licensee

Authorized Representative of Licensor

ANNEXURE-VI

Declaration cum Undertaking

(on letter head of Applicant)

To,
Office of Development Commissioner (Handicrafts),
Ministry of Textiles, Govt. of India

I/We hereby declare that, I/we shall adhere to the 'Disaster Management Protocol',

Signature of Applicant

Date: _____