

# **HIGH COURT OF MADHYA PRADESH BENCH AT INDORE**

Ph. 0731 - 2528555, 2527808, Fax - 0731-2528556

## **NOTICE INVITING BID FOR OPERATION OF A CANTEEN**

Tender No. Admin/120-A(pt.)/2023

Indore, Date : 01/10/2021

Tenders are invited from prominent proprietor / company / consortium / firms / individuals for operation of Newly Constructed Canteen consisting of ground floor, first floor & covered open area admeasuring in total 425.91 sq. mtr./4584.45 sq. feet in the campus of High Court of M.P. Bench Indore on license basis, in sealed cover.

Tender Document Fee	Minimum License Fee with Facility Management Charges	Earnest Money (Cash/DD)	Last date of tender submission	Date & Time of Tender opening
Rs. 1000/-	Rs. 20,000/- pm	Rs. 25,000/-	12/11/2021	15/11/2021 (02:30 pm)

Detailed Description, Terms & Conditions of Tender Document (Request for Proposal) may be seen and or may be downloaded from our portal website : [www.mphc.gov.in/tenders](http://www.mphc.gov.in/tenders) or may be obtained directly from the office of Principal Registrar, High Court of M.P. Bench at Indore on any working day except Sunday/Holiday on paying cost of tender form latest by 4:30pm on 30/10/2021. In case tender form is downloaded from the website, tender fee in form of DD in favour of Principal Registrar, High Court of M.P. Bench at Indore payable at Indore should be enclosed with tender document otherwise tender will not be considered.

The Principal Registrar, High Court of M.P. Bench at Indore reserves the right to reject all /any application received from the Tenderer without assigning any reason thereof.

Sd/-

**(Binod Kumar Dwivedi)**

Principal Registrar  
High Court of M.P.  
Bench at Indore

# HIGH COURT OF MADHYA PRADESH BENCH AT INDORE

## TENDER FORM FOR OPERATION OF CANTEEN

The Principal Registrar,  
High Court of M.P.  
Bench Indore.

Sub. : Tender for operation of Canteen in the premises of High Court of MP, Bench at Indore.

Sir,

I am submitting herewith the Tender for providing Canteen services in the premises of High Court of Madhya Pradesh, Bench Indore, on license basis as per details given below :

1. Name of the Tenderer \_\_\_\_\_

2. Address \_\_\_\_\_

3. Registration/:License No. \_\_\_\_\_

(Attested Photostat copy of license issued) \_\_\_\_\_

4. Year of Establishment \_\_\_\_\_

5. Details of Contracts executed till date: \_\_\_\_\_

(Please give details of contracts executed previously in a separate sheet, along with documentary proof thereof.)

S.No.	Nature of contracts	Period	Govt./Semi Govt./Govt. aided organizations/PSUs/Autonomous Bodies
I)			
II)			
III)			
IV)			

6. PAN Card No. \_\_\_\_\_

(Enclose copy of the Income Tax Return filed in for the previous year)

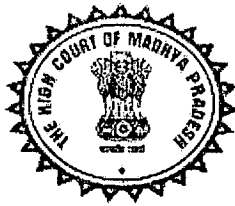
7. Man Power/Resources available : \_\_\_\_\_

8. Earnest Money Deposit : DD No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_

Certified that all the terms and conditions mentioned in the Tender document (RFP) are acceptable to me/us.

Date :

Signature with stamp  
(Name in full of the Tenderer)



**REQUEST FOR PROPOSAL (RFP) FOR**  
**NEWLY CONSTRUCTED OFFICE CANTEEN**

High Court of Madhya Pradesh  
:: Bench at Indore ::

M.G. Road, Indore (M.P.)

**HIGH COURT OF MADHYA PRADESH, BENCH AT INDORE**

Contact : Principal Registrar

High Court of Madhya Pradesh Bench at Indore, M.G. Road, Indore - 452001,

Fax – 0731-2528556, Ph. 0731-2528555, 2527808.

e-mail : hc-indore@nic.in

## TENDER FOR NEWLY CONSTRUCTED OFFICE CANTEEN

Tender No:

Tender Date : / /2021

Time schedule for tender process:

Date of publication of tender notification	03/10/2021
Last date for receipt of duly filled in tenders	12/11/2021
Date and time of the opening of tenders	15/11/2021 (02:30pm)

Note: This tender document contains 14 pages and bidders are requested to sign on all the pages. The duly filled in bid should be sealed by the bidders and super scribed as "Tender for newly constructed office Canteen" in High Court of M.P. Bench at Indore.

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## GENERAL TERMS AND CONDITIONS:

- i. Please read terms and conditions carefully before filling up the document. Incomplete tender document will be rejected.
- ii. Before submitting the tender, details of document to be attached may be verified from the Check List given in para 1.5 (technical bid cover) of the tender document.
- iii. All pages of the tender document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the terms and conditions of this tender.
- iv. Tender shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected. No bidder shall submit more than one tender form.
- v. No paper shall be detached from the tender.
- vi. The name and address of the bidder shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted in strict compliance with the instructions laid down therein; otherwise the tender is liable to be rejected.
- vii. Person signing the bid or other documents connected with the tender must clearly write his/her name and also specify the capacity in which signing.
- viii. The Principal Registrar, High Court of M.P. Bench at Indore reserves the right to reject any or all the tenders without assigning any reason.
- ix. Before submitting the filled-in tender document to the Licensor, the Principal Registrar, High Court of M.P. Bench at Indore the bidders may seek clarifications, if any, from administrative department of Licensor on Tel. No. 0731-2528556, 2528555 or in person by visiting the Licensor office during working hours by taking prior appointment.
- x. The LICENSOR reserves the right to change any condition of the tender before opening of the bids.
- xi. A separate demand draft for Rs.1000/- ( non refundable ) in favour of LICENSOR payable at Indore against processing charges of tender form shall be attached with the technical bid in case the tender form is downloaded from the web site.
- xii. LICENSOR will offer space measuring approx 373 sq Mtr / 4014.94 sq feet (Ground+First Floor) for setting up Canteen within the office campus.

### 1.1 Eligibility Criteria:-

- i. The tenderer must be in a business of catering/restaurant/running cafeteria of reputed brand or brand franchise and not involved in any Civil/Criminal Court case.
- ii. The bidder should have minimum 3 year experience in running such Canteen/catering services in reputed organization.
- iii. The tenderer must have Food Safety & Standard Authority of India (FSSAI) License for catering/restaurant business.
- iv. Tenderer should enclose a list of clients.
- v. The tenderer shall also give a list of catering services/hotel/restaurant etc., run by him (with details of periods).
- vi. The tenderer shall be submitted in the prescribed form downloaded/obtained from the Institution.

### 1.2 **The tenderer should invariably submit his tender in Four sealed covers viz.**

- (i) EMD cover
- (ii) Processing fee cover
- (iii) Technical bid cover
- (iv) Commercial bid cover.

### 1.3 EMD Cover

- i. EMD cover should contain EMD of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of demand draft from any Nationalized Bank/Scheduled Bank in favour of Principal Registrar, High Court of M.P. Indore Bench. The tender without prepayment of EMD will be out rightly rejected.
- ii. EMD amount will be refunded to unsuccessful bidders.
- iii. EMD will be liable to be forfeited if the Licensee selected for the work fails to sign the formal agreement or to start the work on the date stipulated in the work order.
- iv. The EMD remitted will not bear any interest for the period retained by the LICENSOR.

#### 1.4 Processing Fee

- i. Processing fee cover should contain processing fee (non refundable) of Rs.1000/- (OneThousand only) in the form of demand draft in favour of Principal Registrar High Court of MP, Bench at Indore. The tender without processing fee will be disqualified/rejected.

#### 1.5 Technical bid cover

**Technical bid cover should contain the following:-**

- i. Proof of business carried out by the tenderer during the last 3 year.
- ii. The tenderer should furnish details regarding brand franchise, nature of their firm, name and address of partners/proprietors/directors and also their sister concerns, if any.
- iii. Copy of Food Safety & Standard Authority of India (FSSAI) License.
- iv. A list of the clients/outlets of the tenderer.
- v. Details of registration such as company/firm/ hotel business/Restaurant/ Catering etc.

#### 1.6 Commercial bid cover

- i. The commercial Bid shall be put in a separate cover super scribed as such.
- ii. The rates shall be quoted in respect of the list of items proposed to be sold.
- iii. License fee should be quoted for one full year. This should be paid in 12 equal monthly installments before 5<sup>th</sup> of every month.
- iv. Yearly license fee including FMC (Facility Management Charges) has been fixed at Rs. 2,40,000/- (Two Lakh, Fourty Thousand Only) and bids quoting below this amount shall not be entertained.

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## **2. Execution of AGREEMENT and payment of SECURITY DEPOSIT:**

- i. The successful tenderer should execute an agreement for the fulfillment of the contract with the LICENSOR and hand over the same to LICENSOR within 5 days from the receipt of the letter of acceptance of the tender. If the same is not executed within 5 days the order will be cancelled by the LICENSOR.
- ii. In case the successful tenderer fails to deposit the security amount (equal to 6 month's License fee) and execute necessary agreement within 5 days from the date of receipt of acceptance of tender, the earnest money deposit of Rs. 25,000/- (Twenty Five Thousand only) shall be forfeited and the tender will be held as non-responsive.
- iii. The successful tendere shall be required to make Security deposit of Rs. 1,20,000/- (Rs. One-Lakhs Twenty Thousand only) immediately after the issue of work order & before the execution of the License Deed in the form of maximum interest bearing FDR equivalent to six months' license fee, of any Nationalized/Scheduled Bank drawn in favour of Principal Registrar High Court of M.P., which shall remain with the Licensor during the continuance of the license and it shall be released only after three months on the expiry of termination of the license subject to clearance of all dues by the licensee. On specific request by the licensee, the EMD paid will be adjusted against security deposit. The Security Deposit in full/part may be forfeited if the licensee violates any of the conditions of this license.



### **3. Special Terms and Conditions:**

- i. LICENSOR will offer space measuring approx. 425.91 sq. meter/4584.45 Sq. feet (ground + first floor + covered open area) for setting up a canteen in the campus of the office premises for which FMC will be charged per month.
- ii. The canteen service shall be provided from 08.30 AM to 8.00 PM on all working days. Except without the written permission of LICENSOR, the canteen will not function on, Sundays and holidays.
- iii. LICENSOR will not bear the expenditure for the setting up of stall /infrastructure. Any such alteration or construction shall be undertaken only with the prior approval of licensor.
- iv. The Licensee shall have to pay minimum license fee Rs. 20,000/- (Twenty Thousand only) per month inclusive of water. The license fee shall be paid on or before 5<sup>th</sup> of every month through demand draft in favor of LICENSOR, failing which interest@14% will be charged on the due amounts.
- v. Electricity consumption charges shall be separately payable every month as per the meter reading.
- vi. The Licensee shall be responsible for maintaining and cleaning the allotted space and for the disposal of wastages (generated from the cafeteria operations) failing which the licensee may attract a fine of Rs. 100/- (One Hundred only) per day. The Licensee shall bear the monthly garbage/waste collection charges, if the garbage vehicle of Indore Municipal Corporation, collects the waste at the door step of the canteen.
- vii. The Licensee should hand over the premises in the same condition as it was given to them at the time of occupying and if any damages found, the charges should be recovered from the Licensee.
- viii. The Licensee shall not keep the canteen closed without prior permission from the competent authority. Any such incident shall be treated as breach of license and suitable action including penalty shall be taken for the same by licensor @ Rs. 1000/- (One Thousand Only) per day.
- ix. On award of the contract, the successful tenderer will have to file full details of the staff/crew/labour employed by him with LICENSOR along with copies of documents to prove their identity.
- x. The Licensee will be responsible for obtaining verification certificate from the police department in respect of all employees deployed by him.

- xi. The Licensee shall submit to Licensor a list of all workers engaged by him, indicating name, age, home address, qualifications, etc., and would also intimate as and when any change takes place. The tenderer shall not at any time engage any minor to carry out the work under the contract. The workers of Criminal background will be barred.
- xii. The Licensee shall maintain attendance and wages registers for all workers engaged under the licence at LICENSOR and shall also take out Workmen's' Compensation Insurance Policy. The payment of wages to workers must be made as per rules in vogue. Proof of wages shall be submitted to LICENSOR on a monthly basis.
- xiii. The Licensee shall comply with all existing labour legislations and Acts, Provisions as applicable, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act etc. For any lapse or breach on the part of the Licensee in respect of non-compliance of any labour legislation in force during the validity of the license, the Licensee would be fully responsible and would indemnify the LICENSOR, in case the LICENSOR is held liable for the lapse if any, in this regard.
- xiv. Licensee shall not allow the licensed space to be used directly / indirectly for any illegal or immoral activities.
- xv. The Licensee shall have to make own arrangements for the accommodation of his staff outside the office premise. The canteen staff shall leave the campus latest by 9 :00 PM and shall be granted permission to enter the campus not earlier than 07:30 AM. However, special timings will be permitted with prior approval of the Competent Authority of Licensor.
- xvi. The Licensee shall ensure that his staff shall have proper shave and clipped nails while in service in the canteen.
- xvii. The staff engaged by the Licensee shall: (a) Show professional courteous behaviour at all times. (b) wear neat and clean work clothes, etc. (c) will not smoke beedies, cigarettes or take alcoholic drinks in the campus and they are not allowed to chew pan, gutka/pouch, tobacco items etc.
- xviii. The Licensee shall ensure that the staff engaged by him observes safety precautions and security regulations.
- xix. LICENSOR reserves the right to call upon the Licensee to remove any person employed/working in the canteen, if found unsuitable for services on account of hygiene or health or conduct or any other administrative reasons. The Licensee will have to issue identity cards to its employees employed in the canteen. LICENSOR reserves the right to disallow the person not having the identity card.

- xx. The Licensee's crew shall not be allowed to use any service area situated outside the canteen.
- xxi. All the workers engaged by the Licensee for carrying out tasks under this license shall be deemed to be the employee of the Licensee only. The Licensee shall be solely responsible for purpose of their wages, fringe benefits, conduct, duty roster, leave- records, relievers, etc. The Licensee shall also provide its workers uniform, photo- identity cards which shall be checked by the High Court Security Personnel, as and when necessary. Licensee shall extend full co-operation to the Security Personnel.
- xxii. LICENSOR shall not be responsible for the release of benefits, such as Provident Fund, ESI, Pensionary benefits or allowances. Any changes in the Minimum Wages Act or in any other labour legislation/provisions or other statutory obligations during the validity period of the contract shall be the responsibility of the Licensee.
- xxiii. Licensee shall not sell any cigarette, beady pan, alcohol etc. in the canteen and in the LICENSOR premises, if anyone is found indulged in these business the person shall be asked to leave the campus immediately and the Licensee shall be liable to lose the contract for breach of this condition.
- xxiv. Licensee shall, on his own expense, install Fire-extinguishers in the canteen and bear their maintenance also.
- xxv. The Licensee and his staff shall abide by various rules and regulations of LICENSOR as prevalent from time to time.
- xxvi. The Licensee and his staff shall comply with all instructions and directions of the Licensor authorities given from time to time. In the event of any emergent situation, the staff of the Licensee shall comply with instructions given by the Licensor authorities, without waiting for confirmation by the Licensee.
- xxvii. Non compliance of any terms and conditions enumerated in the license shall be treated as breach of license. The office of Principal Registrar shall have right to vary amend, delete or incorporate any condition as per the requirements.
- xxviii. The Licensee shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Licensor immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
- xxix. The licensor or any officer, authorized by him, may inspect the canteen with a view to ensure compliance of terms & conditions.
- xxx. Licensor would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of Licensor rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Licensee or his staff. The decision of Licensor office in this regard would be final and binding on the Licensee. In such an event, Licensor shall have the right to engage any other Licensee to carry out the task at the risk and cost of the existing Licensee besides appropriating the security deposit and or any amounts due to the Licensee. For violation of any terms and conditions of the

tender, security deposit will be forfeited, if the Licensee fails to provide the canteen service as per the tender condition, Licensor will make alternate arrangement from any other source.

- xxxi. Licensor reserves the right to terminate the license without giving any notice in case the Licensee commits breach of any of the terms of the license. Licensor's decision in such situation shall be final and shall be accepted by the Licensee without any objection or resistance. The license can be terminated by either party, after giving three months notice. The contract will be extendable by mutual agreement till alternate arrangements are made.
- xxxii. If the license is terminated by the Licensee without giving stipulated period of notice or fails to observe the terms and conditions of the tender, letter of award for the license and the agreement signed by the Licensee with the Licensor, the security deposit will be forfeited without prejudice to the Licensor right to proceed against the Licensee for any additional damage that the Licensor suffers as a result of the breach of the aforesaid terms and conditions.
- xxxiii. The period of license is for two years from the date of award of license for canteen premises. However the contract could be renewed further for another term of two years solely at the discretion of competent authority on mutually agreed terms and conditions especially @ 10% increase in monthly license fee for the next terms.
- xxxiv. The vendor shall take all necessary steps in the canteen conforming to appropriate Covid protocol as specified from time to time by the State Govt./Distt. Administration/local Health Authorities.
- xxxv. The Licensee should not transfer the license of the canteen services or sublet the same to anybody which may be treated as a breach of license and the license shall be liable to be terminated without any prior notice with consequent penalty including forfeiture of security deposit.

#### **4. ITEMS SOLD:**

- i. The food items like snacks and drinks should be of excellent quality.
- ii. The Licensee should not keep any packed items for sale which has already surpassed the date of expiry.
- iii. The packed items should be sold only on MRP or less.
- iv. The rate-list of the items will be displayed on conspicuous places in the Canteen.
- v. The choice food items are shown in Annexure licensee may however add more items.

#### **5. PENALTY:**

- i. The Licensor reserves the right to impose penalty (to be decided by the Licensor authorities) on the Licensee for any serious lapse in maintaining the quality and the services willfully or otherwise by the Licensee or his staff for any adulteration.
- ii. If the Licensor is not satisfied with the quality of eatables served, services provided or behavior of the Licensee or his/her employees, the Licensee will be served with 24 hour notice to improve or rectify the defect(s), failing which the Licensor will be at liberty to take appropriate necessary steps as deemed fit.
- iii. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the license (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Jabalpur.

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**Bid Evaluation criteria**

For the purpose of bid-evaluation the maximum discount on the current market rates of food items and on MRP would be one of the main criteria. List of items commonly to be sold in the Canteen is attached as Annexure for reference

**UNDERTAKING BY THE TENDERER**

We have carefully gone through various terms and conditions listed above for providing of canteen services at High Court of MP, Bench at Indore. We agree to all these conditions and offer to provide canteen services at High Court of MP, Indore. We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. We have acquainted ourselves with the tasks required to be carried out, before making this offer. We hereby sign this undertaking in token of our acceptance of various conditions listed above.

Place : in the office campus of High Court of MP, Bench Indore.

Date :

Name & signature of tenderer

Address:

**Phone :**

Office :

Residential :

Mobile :

Seal of the tenderer

**Commercial Bid**

**TENDER FOR PROVIDING CANTEEN SERVICES AT HIGH COURT OF M.P. BENCH INDORE**

1. Name of the Agency :  
.....

2. Address of the Agency :  
.....  
.....  
.....

3. Brand Name: .....

4. Name of the Person  
.....

5. Phone No. :  
..... (Mob.) ..... (Fax)

..... email .....

List of items proposed for sale at the Licensor campus.

S.No	Particulars	MRP	Discount	Selling Price at Licensor Campus

Note : If the above space is insufficient annexure be added (please see the enclosed annexure for food items to be served).

Full Name, Signature & seal of the  
Authorized Person

Date :

Place :

**ANNEXURE**  
**FOOD ITEMS TO BE SERVED**

**FOOD ITEMS :**

Facilities are provided in this Canteen in 4 segments :

<b>MORNING BREAKFAST-</b>			
Sr. No.	Particulars	Quantity	Rate
1.	Tea		
2.	Coffee		
3.	Milk		
4.	Poha		
5.	Samosa		
6.	Kachori		
7.	Paties		
8.	Upma		
9.	Omelette		
10.	Sabudana Khichri		
11.	Cutlets : potato/vegetable, etc.		

<b>LUNCH-</b>			
Sr. No.	Particulars	Quantity	Rate
1.	Roti		
2.	Puri/Paratha		
3.	Vegetable		
4.	Daal		
5.	Rice		
6.	Salad		
7.	Pickles		
8.	Curd, etc.		

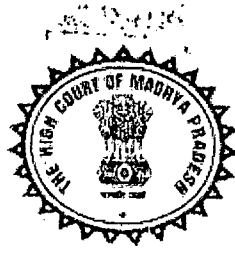
<b>GENERAL REFRESHMENT -</b>			
Sr. No.	Particulars	Quantity	Rate
1.	Chocolates		
2.	Cold Drinks		
3.	Chips, Snacks, Salty Namkeen		
4.	Noodles		
5.	Lassi/Matha (Chhanchh), etc.		

<b>DESSERTS -</b>			
Sr. No.	Particulars	Quantity	Rate
1.	Sweet milk		
2.	Jalebi		
3.	Ice-cream		
4.	Gulab Jamun		
5.	Sweet Laddu, etc.		

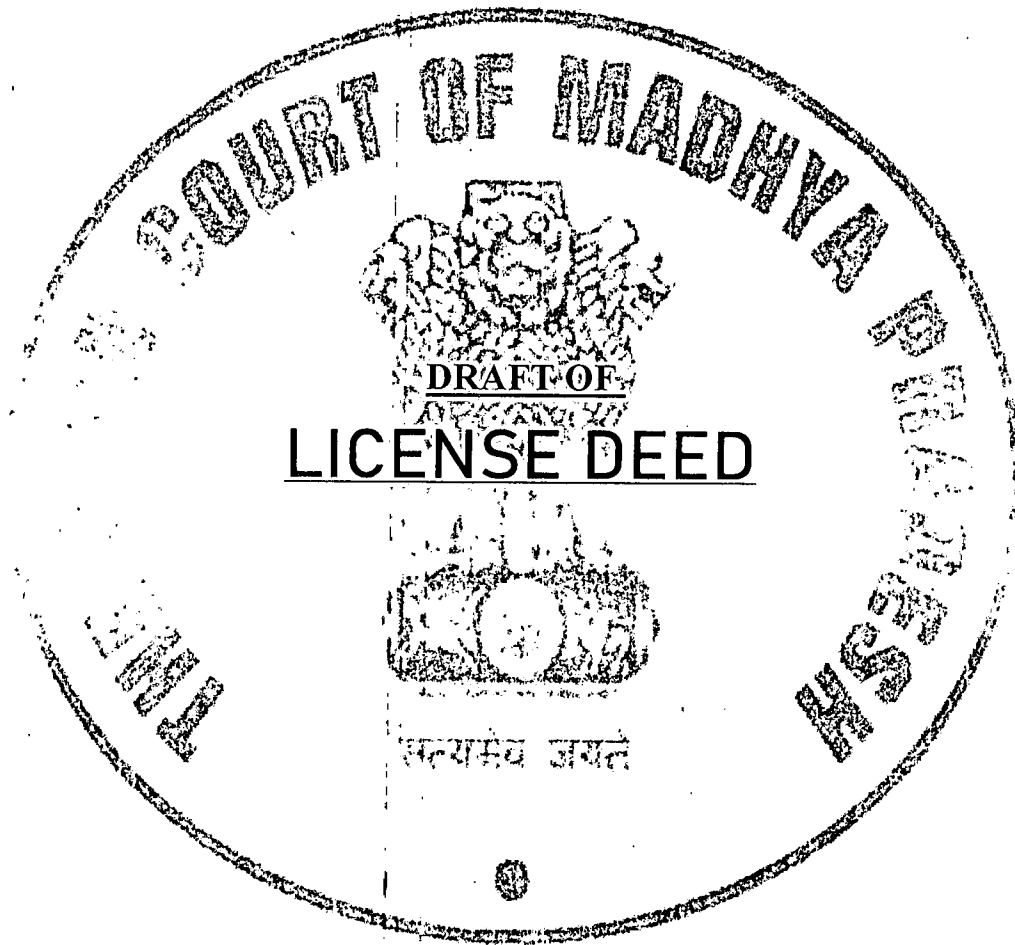
Dated: \_\_\_\_ / \_\_\_\_ / 2021

Signature of Authorized Representative of Licensee





High Court of Madhya Pradesh  
: Bench at Indore :



Address : M.G. Road, Indore (M.P.)

**SECTION: 1**

**Draft License Agreement**

This Agreement entered into at Indore on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the High Court of Madhya Pradesh, Bench at Indore through Principal Registrar, having its office at M.G. Road Indore (M.P.) Pin – 452001, 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/ FIRMS/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) High Court of Madhya Pradesh, Bench at Indore, had invited open bid on day of \_\_\_\_\_/2021 for **Licensing of newly constructed office Canteen** 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 newly constructed office Canteen** to the “**Licensee**”.
- (b) **Licensor** has agreed to provide to the Licensee, for commercial utilization, the Licensing rights of licensed space of **newly constructed office Canteen**, consisting of Ground Floor, First Floor and Open Covered Area admeasuring in total 425.91 sq. mtr/4584.45 sq. feet (shown in **APPENDIX-I**) on payment of Advanced License Fee along with applicable taxes and 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 i.e. **newly constructed office Canteen at High Court of Madhya Pradesh, Bench at Indore** as specified in this Agreement at its own cost.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY  
ANDBETWEEN 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. Request for Proposal (RFP)/Tender.
  - iii. Any other document issued by the High Court Madhya Pradesh Main Registry, Jabalpur or by Bench at Indore and the bid with enclosures submitted by the successful bidder, forming part of the Bidding Process.

**The Licensee hereby covenants as follows: -**

- i. Licensee hereby assumes responsibility for **newly constructed office Canteen, High Court of Madhya Pradesh Bench at Indore**. Licensee shall be responsible to manage, operate, maintain and vacate Licensed Space as specified in this Agreement at its own cost. All the formats proposed by the Licensee are subject to approval by the Licensor with regard to operational feasibility, aesthetics, and safety and security concerns. Licensee undertake to abide by all the conditions in true sense.
- ii. Licensee irrevocably agrees to make all payments including license fee, Facility Management Charges, Electricity 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 locations inside **newly constructed office Canteen, High Court of Madhya Pradesh, Bench at Indore** in detail and fully understands and comprehends the technical and operational requirements of the **Canteen**. The Licensee also confirms full satisfaction as to the business viability of the licensed space in the High Court of Madhya Pradesh Bench at Indore, 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.

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**SECTION: 2**  
**Grant of License**

A newly constructed office Canteen ("Licensed Space") located in the campus of High Court of MP, Bench Indore behind Ravindra Natya Grih, is being offered for licensing.

**2.1 LICENSE COMMENCEMENT AND TENURE**

- i) The License period shall be initially for **two (02) years** term from commencement date and thereafter, on approval of Licensor, extendable further for another **term of two (2) years**, unless otherwise terminated by Licensor or surrendered by the Licensee at an earlier date.
- ii) After completion of total four (04) years of License including aforementioned extension 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.
- iii) The Licensee cannot terminate or Exit from the License Agreement before 18 months 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 security deposit will be refundable after deduction of applicable dues/arrears/damages etc, subject to agreement conditions.

- iv) Post completion of 18 months 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
  - a) Balance license fee (for the remaining months of the license year post completion of 90 days notice period) shall be refunded to the Licensee, after adjusting the outstanding dues, if any, payable on the part of the Licensee to Licensor.
  - b) Balance 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 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.
- v) 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 be 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 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.

**2.2 LICENSE FEE**

- vi) The office Canteen shall be handed over to Licensee on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.  
The License fee for Canteen, shall commence w.e.f. \_\_\_\_\_  
and shall be charged till the termination/ completion of agreement.
- vii) 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 authorized representative of the Licensor.

- viii) The annual license fee including Facility Management Charges (FMC) of Rs. 2,40,000/- (Rupees Two Lakh, Fourty Thousand only) plus GST/taxes as applicable shall be paid to the Licensor on monthly basis (Rs. 20,000/- plus GST/taxes) i.e. by fifth day of every month.

The Licensee also irrevocably agrees that an escalation of 10% 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.

- ix) 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.
- x) The licensee shall make payment in cash, in the Cash Section of High Court, Indore Bench Registry every month and obtain a receipt thereof.
- xi) 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 feeshall be accounted for.
- xii) 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 **Section: 7** of the License Agreement. Besides, the licensee shall pay an interest of 14% (fourteen percent) 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.
- xiii) 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 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.
- xiv) The licensee shall vacate licensed Space by taking away all his articles and hand over vacant space to the 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/ installations/ fittings/ 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.
- xv) The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from the 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 the Licensor or its authorized representative shall not be entertained.

### 2.3 **SECURITY DEPOSIT**

- xvi) Licensee shall pay Security Deposit to Licensor, equivalent to 06 months License Fee i.e. Rs. 1,20,000/- (One Lakh, Twenty Thousand only). The Security Deposit shall be paid in form of FDR with a Nationalized Bank/Scheduled Bank in favour of Principal Registrar of High Court of MP, Bench Indore. Security Deposit should remain valid for a period of ninety (90) days beyond the date of expiry of License period.
- xvii) Security Deposit shall be refunded after successful completion of the full term of the License period or on surrender of the licensed in case the licensee opts to exit from the contract before full term.
- xviii) Security Deposit shall be refunded in case Licensee exists from the License Agreement after successful completion of License Period subject to conditions in para 3.5.

- xix) 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.
- xx) 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.
- xxi) Licensor reserves the right for deduction of Licensor's dues from 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 losses/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.
- xxii) Once any amount is debited from the 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.
- xxiii) **Earnest Money Deposit (EMD) :**
- i. EMD cover should contain EMD of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of demand draft from any Nationalized Bank/Scheduled Bank in favour of Principal Registrar, High Court of M.P. Indore Bench. The tender without prepayment of EMD will be out rightly rejected.
  - ii. EMD amount will be refunded to unsuccessful bidders.
  - iii. EMD will be liable to be forfeited if the Licensee selected for the work fails to sign the formal agreement or to start the work on the date stipulated in the work order.
  - iv. The EMD remitted will not bear any interest for the period retained by the Licensor.

#### **2.4 TAXES AND OTHER STATUTORY DUES**

- xxiv) The property tax applicable, if any, on the property of Licensor shall be borne by the Licensor.
- xxv) GST and other taxes, as applicable time to time, shall also be borne by Licensee.
- xxvi) 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.
- xxvii) Payment of all stamp duties for registration of Licensed Space required to be executed for license agreement shall be borne by licensee.

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## SECTION: 3

### Maintenance & Operation of Canteen

#### 3.1 TEMPORARY FIT-OUT WORKS

- i. Canteen and kitchen space has been provided in well furnished state. However, the Licensee shall carry out any temporary fit-out works on its own cost as per business requirement within said premises but without in any way altering or damaging main/shell structure or building façade 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 or 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.
- ii. 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.

#### 3.2 MAINTENANCE & REPAIRS

- iii. 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.
- iv. 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.
- v. 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.
- vi. Licensee shall ensure all the furniture, provided by the Licensor, as per **Appendix-III** 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.

#### 3.3 OPERATION OF CANTEEN

- vii. Licensee shall operate and maintain the Licensed Space 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.
- viii. 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.

- ix. The activities as mentioned in APPENDIX-II of this agreement, shall be strictly prohibited in the Licensed Space.
- x. The canteen service shall be provided from 08.30 AM to 8.00 PM on all working days. Except without the written permission of LICENSOR, the canteen will not function on, Sundays and holidays.
- xi. The Licensee shall not keep the canteen closed without prior permission from the competent authority. Any such incident shall be treated as breach of license and suitable action including penalty shall be taken for the same by licensor @ Rs. 1000/- (One Thousand Only) per day.
- The food items like snacks and drinks should be of excellent quality. The Licensee should not keep any packed items for sale which has already surpassed the date of expiry. The packed items should be sold only on MRP or less. The rate-list of the items will be displayed on conspicuous places in the Canteen. The choice food items are shown in **Appendix-IV**, licensee may however, add more items.
- xii. Licensee shall keep the premises clean and shall ensure proper disposal of any garbage generated in the Licensed Space, failing which spot fine of Rs. 100/- may be imposed. The Licensee shall bear the monthly garbage/waste collection charges, if the garbage vehicle of Indore Municipal Corporation, collects the waste at the door step of the canteen.
- xiii. Licensee shall ensure that fire detection and suppression measures are installed inside his premises and are kept in good working condition at all times.
- xiv. 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.
- xv. 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.
- xvi. 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.
- xvii. 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.
- xviii. 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.
- xix. 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).
- xx. Joint inspection of space shall be conducted by Licensor's officials and Licensee, on regular basis. 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 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.

- xxi. 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 *bona-fide* 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.
- xxii. Encroachment: The Licensee shall strictly not encroach upon common areas/circulating areas or any other space, and restrict his operation to within the area licensed. 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 Licensor as deemed fit.

### 3.4 PANALTY

- xxiii. The Licensor reserves the right to impose penalty (to be decided by the Licensor authorities) on the Licensee for any serious lapse in maintaining the quality and the services willfully or otherwise by the Licensee or his staff or for any adulteration.

If the Licensor is not satisfied with the quality of eatables served, services provided or behavior of the Licensee or his/her employees, the Licensee will be served with 24 hour notice to improve or rectify the defect(s), failing which the Licensor will be at liberty to take appropriate necessary steps as deemed fit.

Further, Licensor can impose the fine/penalty on Licensee as deemed fit on the following offenses;

1. Licensee staff found in drunken condition/ creating nuisance/ indulging in bad conduct.
  2. Any staff of the Licensee found creating nuisance on duty.
  3. Improper maintenance & defacement of the Property.
  4. Misbehavior with staff of Licensor, other occupants and visitors of the premises.
  5. Not following safety and security norms as may be indicated by authorized representative of licensor.
  6. Any staff of the Licensee found without ID Card.
  7. Not following the instructions issued by Licensor's authorities from time to time.
  8. Not-observance of Covid - appropriate protocol, inside the Canteen.
- xxiv. On operational ground/ administrative exigency, the Licensor may ask the Licensee to vacate any of the licensed space. Thereupon, the Licensor shall refund the 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.

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**SECTION: 4**

**Rights and Obligations**

**LICENSEE'S OBLIGATIONS**

- 4.1 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;
  - (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 get prior approval of the Licensor in case there is any change/modification in the Licensed Space defined hereof during the Agreement Period;
  - (g) 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;
  - (h) To provide all assistance to the Licensor, its appointed officers, and their authorized representatives, as it may require for the performance of their duties and services;
  - (i) 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;
  - (j) 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;
  - (k) To 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;
  - (l) To ensure compliance of all rules and regulations/notification issued from time to time by the Distt. Administration and Indore, Municipal Corporation and/or any appropriate authority in this regard;
  - (m) Be responsible for all liabilities arising out of operation, maintenance & management of the License Space. The Licensee shall plan, organize 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 work, but the assistance or denial therefore shall not release the Licensee from its obligations;
  - (n) 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;
  - (o) 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;
  - (p) 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 actions and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this Section and to

comply with the provisions of health, safety and environmental laws as applicable;

- (q) 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 License space or the Licensed space's Assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
- (r) 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;
- (s) At all times, to afford access to the Licensed space to the authorized representatives of Licensor, other persons duly authorized 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
- (t) To hand over the Licensed Space to Licensor upon Termination of the Agreement, in accordance with the provisions thereof within 15 days from the date of termination of the agreement;

4.2 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;

4.3 Non-compliance of any terms and conditions enumerated in the license shall be treated as breach of license. The office of Principal Registrar shall have right to vary amend, delete or incorporate any condition as per the requirements;

4.4 The Licensee undertakes that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Licensor immediately, any loss or damage or theft occurring on account of his staff individually or collectively;

4.5 The Licensee shall comply with all rules and regulations notified by Licensor from time to time;

4.6 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;

4.7 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;

4.8 **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. The licensee shall bear the monthly electricity consumption charges as per the Meter-Reading;

**Parking :**

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

4.9 **Services to be Provided by Licensor:**

Reasonable security services for the building, cleaning, trash removal 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;

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## SECTION: 5

### Indemnity and Insurance

#### INDEMNITY AND INSURANCE

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.10 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-usercharges and mis-proceedings.
- 5.11 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.

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SECTION: 6

Force Majeure

INDEMNITY AND INSURANCE

- 6.1 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.
- 6.2 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 Security Deposit shall be refunded by the Licensor to the Licensee after adjusting outstanding dues, if any, payable to the Licensee.

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**SECTION: 7**

**Breaches/Surrender/Termination of License Agreement**

**SURRENDER OF LICENSE AGREEMENT**

7.1 The Licensee shall not have option to terminate or Exit from the License Agreement before 18 months 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 security deposit will also be liable to be forfeited after deduction of applicable dues/arrears/damages etc. subject to agreement conditions.

7.2 Post completion of 18 months 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 days 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.

7.3 If Licensee satisfies the above said conditions of surrender of License Agreement, the Licensor shall refund the balance license fee and security deposit after recovery/adjustment of any amount/s due to the Licensor.

**BREACH OF LICENSE AGREEMENT/LICENSEE'S EVENTS OF DEFAULT**

7.4 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, 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 during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- (d) If Licensee is in persistent non-compliant of written instructions of officials authorized by Licensor.
- (e) 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.
- (f) 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.
- (g) If any representation made or warranties given by Licensee under this Agreement is found to be false or misleading.
- (h) 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.

- (i) 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.
- (j) 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.
- (k) 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.
- (l) If the Licensee is found to be violating the list of prohibited activities as per **Appendix-II**.

### **TERMINATION OF LICENSE AGREEMENT BY LICENSOR**

- 7.5 Provided that in the event of application of clauses 7.4 (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.
- 7.6 On operational ground or any other Administrative Exigencies: Licensor reserve the rights to terminate License Agreement by giving 90 days 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.
- 7.7 Termination for Force Majeure: The License Agreement may be terminated for Force Majeure Reasons as specified in **Section: 6**.

### **OTHER CONDITONS**

- 7.8 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.
- 7.9 On termination of License Agreement in the Event of Default by Licensee, Licensor shall forfeit Security Deposit and advance license fee paid by Licensee after adjustment of all dues what so ever outstanding to Licensor including electricity and any other charges under this agreement without prejudice to rights and remedies applicable under the law.
- 7.10 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 except in the Event of Default by licensee.
- 7.11 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 graceperiod 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.
- 7.12 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.

7.13 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.

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**SECTION: 8**

**Dispute Resolution**

**8.1 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 High Court of MP Bench at Indore 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.

**8.2 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 High Court of MP Bench at Indore 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 JABALPUR shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

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## SECTION: 9

### Representation and Warranties

#### 9.1 THE LICENSEE REPRESENTS & WARRANTS TO LICENSOR THAT

- i. It is duly organized, validly existing and in good standing under the laws of India;
- ii. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- iii. 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;
- iv. It has the financial standing and capacity to undertake the commercial utilization (under the specified category) of Licensed Space;
- v. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- vi. 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;
- vii. 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;
- viii. 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;
- ix. 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;
- x. 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;
- xi. 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.
- xii. 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.
- xiii. **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.
- xiv. **Licensor covenants:**
  - a) Licensor covenants and represents that it has good 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) Licensor shall provide, if required for seeking any permission pertaining to commercial activities from any Government Agency, necessary documents pertaining to Licensor properties.

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**SECTION: 10**  
**Miscellaneous**

- 10.1 Licensee & its staff 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.
- 10.2 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, Contract Labour Regulation 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.
- 10.3 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 personnel from Licensor.
- 10.4 On award of the contract, the successful tenderer will have to file full details of the staff/crew/labour employed by him with LICENSOR along with copies of documents to prove their identity.
- 10.5 The Licensee shall submit to Licensor a list of all workers engaged by him, indicating name, age, home address, qualifications, etc., and would also intimate as and when any change takes place. The tenderer shall not at any time engage any minor to carry out the work under the contract. The workers of Criminal background will be barred.
- 10.6 The Licensee shall have to make own arrangements for the accommodation of his staff outside the office premise. The canteen staff shall leave the campus latest by 9:00 PM and shall be granted permission to enter the campus not earlier than 07:30 AM. However, special timings will be permitted with prior approval of the Competent Authority of Licensor.
- 10.7 The Licensee shall ensure that his staff shall have proper shave and clipped nails while in service in the canteen.
- 10.8 The staff engaged by the Licensee shall: (a) Show professional courteous behaviour at all times. (b) wear neat and clean work clothes, etc. (c) will not smoke beedies, cigarettes or take alcoholic drinks in the campus and they are not allowed to chew pan, gutka/pouch, tobacco items etc.

10.9. The Licensee shall ensure that the staff engaged by him observes safety precautions and security regulations.

10.10. Licensor reserves the right to call upon the Licensee to remove any person employed/working in the canteen, if found unsuitable for services on account of hygiene or health or conduct or any other administrative reasons. The Licensee will have to issue identity cards to its employees employed in the canteen. Licensor reserves the right to disallow the person not having the identity card.

10.11. The Licensee's crew shall not be allowed to use any service area situated outside the canteen.

10.12. All the workers engaged by the Licensee for carrying out tasks under this license shall be deemed to be the employee of the Licensee only. The Licensee shall be solely responsible for purpose of their wages, fringe benefits, conduct, duty roster, leave- records, relievers, etc. The Licensee shall also provide its workers uniform, photo- identity cards which shall be checked by the High Court Security Personnel, as and when necessary. Licensee shall extend full co-operation to the Security Personnel.

10.13. The licensee shall take all necessary steps in the canteen conforming to appropriate Covid protocol as specified from time to time by the State Govt./Distt. Administration/local Health Authorities.

10.14. Misuse :

The Licensee shall use the granted licensed space under this 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 be 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.

10.15. Signage :

- a) The Licensee shall have the right to put up only one signage of size as approved by the office of Licensor displaying name of the space. The signage need to conform to all governmental laws, regulations or ordinance relevant thereto.
- b) 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.
- c) 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 Security Deposit and advance license fee paid in its favour after adjustment of all dues what so ever.

10.16. Notices :

Licensor and Licensee voluntarily and unequivocally agrees :-

- a) That any notice to be served upon Licensor shall be sufficiently served to the correct communication address given below:

Authorized Representative of Licensor : Protocol Officer, High Court of MP, Bench Indore.

Address of Communication of Licensor : Principal Registrar, High Court of MP, Bench Indore.

- 10.17 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 10.16 of the License Agreement or delivered in person by the authorized representative of Licensor.
- 10.18 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 by Licensors duly authorized representative.
- 10.19 No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.
- 10.20 The licensor shall be empowered to relax any or all conditions appropriately to a reasonable extent, as deemed fit in the larger interest of the institution.

**In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands 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:**

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**LICENSOR**

**LICENSEE**

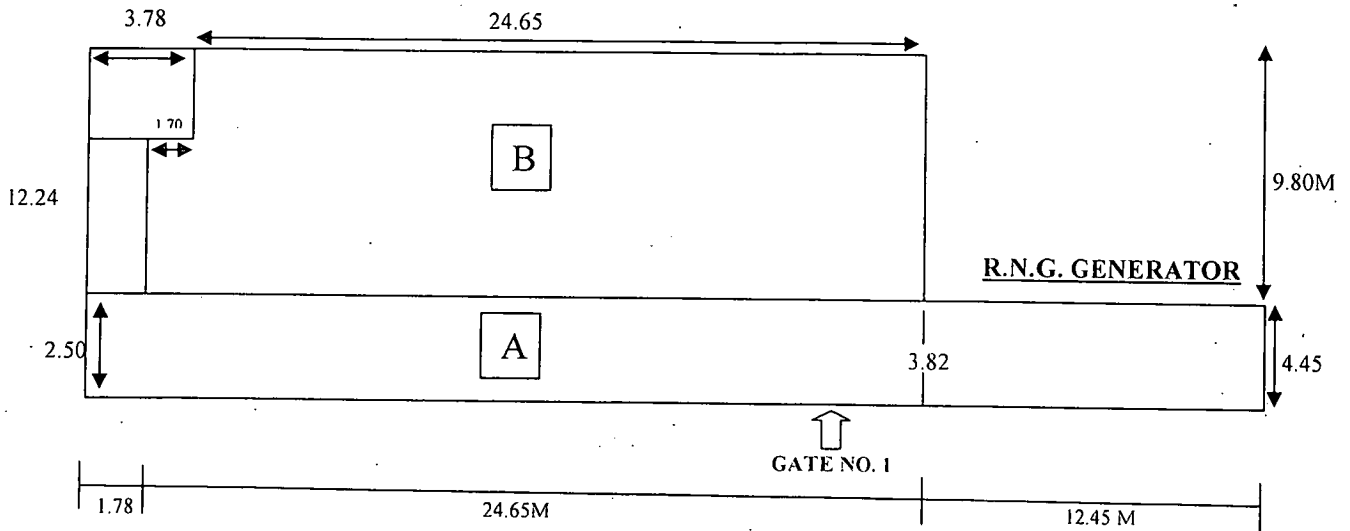
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**APPENDIX- I**

**Details of Canteen**

**AREA DETAILS;**

**a. Built-up-Canteen – Ground + First Floor+Open Covered Area –**



CANTEEN	AREA
A- Open Covered Area	141.19 sq. mtr.
B- Ground Floor	235.37 sq. mtr.
C- First Floor	49.35 sq. mtr. (with open terrace)
	<b>Total : 425.91 sq. mtr./ 4584.45 sq. feet</b>

**DETAILS OF AVAILABLE FURNITURE IN CANTEEN SPACES**

Note-1: All built-up space 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.

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APPENDIX - II

Prohibited Activities

PROHIBITED ACTIVITIES AT HIGH COURT OF M.P. BENCH AT INDORE

- 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.
- h) Any illegal/immoral activity.

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APPENDIX-III

FURNITURE & ELECTRICAL FIXTURES PROVIDED IN THE CANTEEN

Furniture :

Sr. No.	Item	Description	Quantity
1	Unwind Chair	Unwind Chair Colour Aqua Blue	59
2	Unwind Chair	Unwind Chair Colour Archid White	16
3	Time out Table	Time out Table 6 Seater Colour Blue	06
4	Time out Table	Time out Table 4 Seater Blue	04
5	Enterprise Table	Enterprise Table 1350 mm	01
6	Supreme Sofa	Supreme Sofa 3 Seater Black	02

Electrical fixtures :

Sr. No.	Item	Description	Quantity
1	Ceiling Fan	1200 mm	5 Nos.
2	Ceiling Fan	1400 mm	8 Nos.
3	Exhaust Fan	1	3 Nos.
4	Tube Light	Fitting	6 Nos.
5	Down Lighter	100 mm	4 Nos.
6	Down Lighter	150 mm	94 Nos.
7	Air Conditioner	2 TR	3 Nos.
8	Air Conditioner	1.5 TR	2 Nos.

Licensee is to acknowledge above said articles.

Dated: / / 2021

Signature of Authorized Representative of Licensor

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**APPENDIX-IV**

**FOOD ITEMS TO BE SERVED**

**FOOD ITEMS :**

Facilities are provided in this Canteen in 4 segments :

<b>MORNING BREAKFAST-</b>			
Sr. No.	Particulars	Quantity	Rate
1.	Tea		
2.	Coffee		
3.	Milk		
4.	Poha		
5.	Samosa		
6.	Kachori		
7.	Paties		
8.	Upma		
9.	Omelette		
10.	Sabudana Khichri		
11.	Cutlets : potato/vegetable, etc.		

<b>LUNCHE</b>			
Sr. No.	Particulars	Quantity	Rate
1.	Roti		
2.	Puri/Paratha		
3.	Vegetable		
4.	Daal		
5.	Rice		
6.	Salad		
7.	Pickles		
8.	Curd, etc.		

<b>GENERAL REFRESHMENT -</b>			
Sr. No.	Particulars	Quantity	Rate
1.	Chocolates		
2.	Cold Drinks		
3.	Chips, Snacks, Salty Namkeen		
4.	Noodles		
5.	Lassi/Matha (Chhanchh), etc.		

<b>DESSERTS:</b>			
Sr. No.	Particulars	Quantity	Rate
1.	Sweet milk		
2.	Jalebi		
3.	Ice-cream		
4.	Gulab Jamun		
5.	Sweet Laddu, etc.		

Dated: / / 2021

Signature of Authorized Representative of Licensee