



**M.P. State Tourism Development Corp. LTD**  
**Paryatan Bhawan, Bhadbhada Road, Bhopal 462003**  
**Ph- 0755-4027116/9424796826**

**NIT. No- 5472**

**Date 21/08/2018**

**Tender For Letting out of Cafeteria and Office Building at Rani Durgavati  
“Paryatan Bhawan” Paryatan Tiraha, Near Collectorate, North Civil Lines,  
Jabalpur**

M.P. State Tourism Development Corporation, Bhopal invites Offline Bids for **Letting Out Cafeteria and Office Building at Rani Durgavati “Paryatan Bhawan” Paryatan Tiraha, Near Collectorate, North Civil Lines, Jabalpur** for 05 years from reputed vendors/owners, having proven track record of running and managing a chain of Restaurant & Food Zones. The bid document can be downloaded from the website [www.mpstdc.com](http://www.mpstdc.com). Last date of Offline tender Bid Submitted on date 05/09/2018, 17:00 hours and bid opening date 10/09/2018, 14:00 hours.

**MANAGING DIRECTOR**

**M.P. State Tourism Development Corp. LTD**  
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**Tender For Letting out of Cafeteria and Office Building at Rani Durgavati “Paryatan Bhawan” Paryatan Tiraha, Near Collectorate, North Civil Lines, Jabalpur**

- a. Tender Publish in News Pepar on date :- 22/08/2018,
- b. Last Date and Time of Bid submission :- 05/09/2018, 17:00 hours
- c. Opening Date and Time of Technical Bid :- 06/09/2018, 14:00 hours
- d. Opening Date and Time of Financial Bid :- 10/09/2018, 14:00 hours

**Tender Terms and Condition –**

1. Madhya Pradesh State Tourism Development Corporation invites offline bids for **Letting Out of Cafeteria and Office Building at Rani Durgavati “Paryatan Bhawan” Paryatan Tiraha, Near Collectorate, North Civil Lines, Jabalpur** for 05 years from reputed vendors/owners, having proven track record of running and managing a chain of Restaurant & Food Zones..
2. **Details Of Properties :-**

No	Place of Building	Location	Types	Minimum Upset price
1	<b>Rani Durgavati “Paryatan Bhawan” Paryatan Tiraha, Near Collectorate, North Civil Lines, Jabalpur</b>	Cafeteria Areas- 1912 sqft, (approx)	<b>Cafeteria ground Floor - Food articles</b>	Rs. 40,000/- per month
2	<b>Rani Durgavati “Paryatan Bhawan” Paryatan Tiraha, Near Collectorate, North Civil Lines, Jabalpur</b>	Areas- 3291sqft 2 <sup>nd</sup> Floor and	<b>Office Building 1<sup>st</sup> Floor - Office Work</b>	Rs. 30,000/- per month
3	<b>Rani Durgavati “Paryatan Bhawan” Paryatan Tiraha, Near Collectorate, North Civil Lines, Jabalpur</b>	Areas-2860 sqft 3 <sup>rd</sup> Floor)	<b>Office Building 2<sup>nd</sup> Floor - Office Work</b>	Rs. 20,000 per month

3. The bidder shall quote monthly rent as upfront premium in the financial bid (in Rupees) more than upset price.
4. The building comprises of Cafeteria and Two (2) floors available on Rent. The Bidder shall have the option to bid for any one.
5. The property will be handed over to the bidder on ‘AS IS WHERE IS BASIS’. The bidder shall be allowed to temporary/addition /alteration in the property with the prior approval of MPSTDC.

6. The bidder is advised to inspect the location before participating in bid.
7. The bidder is required to quote the monthly rent plus Goods and service tax(subject to deduction of TDS as applicable) to be paid advance by RTGS within 7 day of the calendar month w.e.f. and also provide post dated cheque for a period of 12 months every year.
8. The Monthly rent will be increase by 10 % after every year.
9. In case, If any default is made in paying the aforesaid monthly rent and other dues in time, interest @ 10% per annum shall be chargeable from the due date to the actual date of payment.
10. The successful bidder can carry out marginal modifications in the **Cafeteria/Office Building** after obtaining due permission from the MD, MPSTDC in writing and the cost of the same shall be borne by him.
11. The successful bidder shall in no way shall be given any ownership right. He shall only be authorized to produce and sell the items in the **Cafeteria**.
12. The successful bidder shall be fully responsible for the safe and secured operations of the **Cafeteria/Office Building** assigned to him and shall also be responsible for the safety of the persons, including the staff.
13. The successful bidder shall have to obtain commercial tax registration/license as required by Govt./Statutory, local bodies etc. for running the **Cafeteria/Office Building** MPSTDC shall have no obligation in this regard.
14. The successful bidder shall be liable to pay all water and electricity charges to the respective authorities on basis of commercial rates or fixed by the MPSTDC for commercial uses. If such charges are not paid by the successful bidder on time the same shall be recovered from the security deposit & if such charges are not paid for a period 3 months the agreement shall be terminated at once.
15. The successful bidder shall maintain harmony in the area and shall not indulge in any illegal activity within the Area. In case the successful bidder or his employee are found to be involved in any activities which are detrimental to MPSTDC's interest/public interest/decency/morality

- etc. MPSTDC shall have a right to terminate the agreement on 30 days notice.
- 16.No temporary or permanent structure shall be allowed. Accept the furniture.
  - 17.The successful bidder shall conduct his operations in an orderly manner and shall not create any nuisance of any kind in the **Cafeteria/Office Building** or in any area of the said premises.
  - 18.The shop shall not be used for any purpose other than the one for which the possession has been given to him.
  - 19.All officers authorized by MD, MPSTDC shall have full rights to inspect the **Cafeteria/Office Building** at any time.
  - 20.The successful bidder shall comply with all rules and regulations of the **Cafeteria/Office Building** and Establishment Act. Provisions of any law, including the rules and regulations of Local Authorities in force for the time being.
  - 21.During the agreement period, if any damage or loss to the property is caused by/due to successful bidder, the MPSTDC shall recover the same from the security deposit.
  - 22.In the case of violation of any terms and conditions laid down in the agreement by the successful bidder, MD, MPSTDC shall issue a show-cause notice to the effect to the successful bidder, and after giving due opportunity of hearing, the MD, MPSTDC may either cancel the agreement or impose a penalty on the successful bidder. In case the penal amount is not deposited, the same can be deducted from the security deposit. In case of deduction from security Deposit the successful bidder shall make good the Security Deposit to its License, the security deposited shall stand forfeited.
  - 23.The successful bidder will provide names of persons who will be available at the **Cafeteria/Office Building** and under no circumstances the **Cafeteria/Office Building** will remain closed without prior intimation and approval of MPSTDC. In case of not opening the **Cafeteria/Office Building** more than for two days without permission, it will be treated as an event of default, and MPSTDC may cancel the agreement.
  - 24.The successful bidder shall have to maintain high standard of the quality of food and services to be provided at the Property and in order to ensure enforcement foods of the above provisions, MPSTDC shall have the right of inspection without notice and if the MPSTDC finds issue with food/goods quality, hygiene, service etc. the MPSTDC may issue a

notice immediately and if the quality of food/goods is not improved within 2 days, it will be treated as an Event of Default and necessary actions will be initiated.

25.If successful bidder is unwilling to run/opertae the **Cafeteria/Office Building** he can vacate the **Cafeteria/Office Building** after giving minimum notice of 60 days.

26.In case of non-payment of monthly rent during agreement period MPSTDC will have full rights to cancel the agreement and seize the property (goods and equipments) and will be free to auction/sale to recover the due payments. If the successful bidder fee is over due for a period more than 3 months this agreement shall automatically terminated at once.

27.In the event of dispute the Principal Secretary of Tourism Department shall be the sole Arbitrator.

28.The Court at Bhopal city shall have jurisdiction over all matters arising out of or relation to this document.

### **General Guidelines for Bidders :**

#### **1. Criteria for Qualification :**

The bidder's competence and capability is proposed to be established by the following parameters:-

- (i) The bidder must have average annual turnover of Rs Rs. 20.00 lakhs from similar nature of work during the last three financial years I.e. 2015-16,2016-17 and 2017-18.
- (ii) The Bidder shall have a minimum Net Worth (the "Financial Capacity") of Rs.05.00 lakh (Five lakh only) in prescribed format at the close of preceding financial year.
- (iii) Bidding For **Cafeteria** - Only such registered companies/firms/individual of repute which have at least 3 years experience in producing and marketing various food items. Bidder should be an owner or operator of such establishment with minimum 3 years experience.

## **2. Bidding Process**

MPSTDC shall follow Two stage Bidding Process. Bids would be evaluated as under:-

- (i) Stage I Evaluation of qualification information and key submissions
- (ii) Stage II evaluation of financial Bid

## **3. Details of key submissions and qualification information required**

- (i) Offline payment of EMD of Rs 1.00 Lakh (One Lakh)
- (ii) Offline Tender fees Rs. 1,180/- (One Thousand, one Hundred Eighty only) (include G.S.T)
- (iii) E.M.D. and Tender Fees will be deposited through D.D. in favour of M.D. Madhya Pradesh State Tourism Dev. Corp. Ltd. Bhopal
- (iv) Information regarding experience in the field.
- (v) Audited annual accounts for last 3 years
- (vi) Details of turnover for the last three years duly certified by the Chartered accountant.

## **4. Earnest Money Deposit**

- (i) The bids would need to be accompanied by EMD for an amount of Rs. 1.00 Lakh (One Lakh) through D.D. in favour of M.D., MPSTDC, Bhopal.
- (ii) The EMD of successful Bidders will be converted into Security Deposit and EMD shall be returned to unsuccessful Bidders within a **period of 180 days** from the date of finalization of Bid.
- (iii) The EMD shall be forfeited if the Bidder withdraws from bid after submission or if the successful Bidder fails to pay the bid Price within the stipulated time.

## **5. Bid validity Period**

Bid shall remain valid for a period not less than six (6) months from the Bid Due date.

## **6. Submission of Bid :-**

The bid shall be submitted in two parts through Offline

**Part-1:-** submissions and qualification information which would include covering letter, Bid form, EMD, Financial Capacity and information relating to experience. (ANX- 01 to 04) in a sealed Envelope

**Part-2:-** Financial Bid as per the format attached. (ANX - 5) in a sealed Envelope.

**Part-3:-** The both Envelope put on in other Envelope and sealed them and right down on its bidder name and Address.

## **7. Selection Process**

### **(a) Technical Proposals**

- (i) **In stage – I.** Technical Bid will be opened. The key submissions, Qualifications information & Technical bid shall be scrutinised. The Bid which does not fulfil prescribed requirements will be rejected. The financial Bid of such Bidder shall not be opened.

**(b) Financial Proposal**

- (i) The financial Bids of all the bidders who pass Stage I of bid Evaluation shall be opened in the presence of the bidder's representatives. Those who are present shall be required to sign and record their attendance.
- (ii) The Bidder quoting the highest Monthly Rent shall be declared as the preferred Bidder.
- (iii) In the event of single bid for any category the MPSTDC reserves the right to invite fresh bids from Bidders.
- (iv) In the event of two or more Bidders quoting the same Bid MPSTDC may:
  - a. Invite fresh bids from Bidders : or
  - b. Take any such measures as may be deemed fit in its sole discretion, including annulment of the bidding process.
- (v) In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”) MPSTDC, without being under any obligations to do so, may at its sole discretion, either invite all the remaining Bidders to revalidate or extend their respective Bid security, as necessary, and match the Bid of the aforesaid highest Bidder (“Second round of bidding”) or annul the Bidding process. If in the second round of bidding, only one Bidder matches the highest Bidder in the second round of bidding, the Bidder whose Bid was higher as compared to other Bidder (s) in the first round of bidding shall be the selected Bidder For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest bidder in the second round of bidding, the said third highest Bidder shall be the selected Bidder.
- (vi) In the event that no Bidder offers to match the highest Bidder in the second round of bidding as specified above, MPSTDC may, in its discretion, invite fresh Bids (the “third round of Bidding”) from all Bidders except highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall eligible for submission of fresh Bids provided, however, that in such third round of bidding only such bids shall be eligible for consideration which are higher that the bid of the second highest Bidder in the first round of Bidding.

(vii) After selection, a Letter of Acceptance (LOA) shall be issued by MPSTDC to the selected Bidder and the selected Bidder shall, within 15 (Fifteen) days of the receipt of the LOA, deposit the first month rent and sign the agreement and complete all other required formalities.

**8. Other :-**

- i. Decision of the MPSTDC in relation to explanation of interpretation of any clause or condition shall be final and binding.
- ii. Any dispute between the MPSTDC and the bidders shall be subject to the jurisdiction of the civil courts in Bhopal.
- iii. The MPSTDC shall have the right to accept or reject the Bid without assigning the reasons. The MPSTDC's decision shall be final and binding on all the persons participating in the Bid process.

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**COVERING LETTER**  
**(On the letter head of the Bidder)**

Date:-

To

Managing Director  
Madhya Pradesh State Tourism Development Corporation (MPSTDC)  
Paryatan Bhawan, Bhadbhada Road,  
Bhopal-462003  
Madhya Pradesh

Ref :- Tender For Letting out of Cafeteria and Office Building at Rani Durgavati “Paryatan Bhawan” Paryatan Tiraha, Near Collectorate, North Civil Lines, Jabalpur

Sir

Being duly authorized to represent and act on behalf of.....  
(Hereinafter referred to as “the Bidder”) and having reviewed and fully understood all the requirements of the Bid document and information provided, the undersigned hereby apply for the..... (Category).

We are enclosing our Bid including Key Submissions, Qualification Information, in one original copy and the Financial Bid, with the details as per the requirements of the Bid document, for your evaluation.

Dated this ..... Day of..... 2018

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

**ANNEXURE – 1**

**Technical Bid**

**(To be submitted and signed by the Bidder or representative of the Bidder)**

1. Name and address of the Bidder .....  
(Person/Firm/company/society) .....
2. A- Telephone No. of the Office .....
- B- A- Telephone No. of the Residence .....
- C- Mobile No. ....
- D- Fax No. ....
- E- E-mail Address .....
3. Pan Card No. ....
4. Bank Details of Bidders  
Name of the Bank .....
- A/C No. .... IFSC Code .....
5. Adhar card no. ....
6. Registration of firm .....
7. Experience (Minimum 3 years) .....

No	Particulars of EMD and Tender fees	D.D. No & Date	Name of the Bank	Amount	Remark
1	EMD			Rs. 1.00/-	
2	Tender fees			Rs. 1,180/- (with G.S.T.)	

- I. All such document which are required to be filed under terms and conditions are submitted herein.
- II. We the undersigned declare that the statement made herein and the information provided is true and correct with all respect.
- III. We hereby confirm that we have read and understood all the detailed terms and conditions of this Bid as required.
- IV. This form is submitted with the understanding that-
  1. At the time of submission of the bids, all the information shall be subject to the Verification.
  2. The MPSTDC has reserved the right to reject or accept any or all the Bids or Bid process.
  3. The MPSTDC shall not be responsible for any of the above mentioned action and shall not be bound to give any information in this regard.

Date:

Place :

Name and signature of the Bidder

Name and signature of the Authorized person

## **ANNEXURE – 2**

### **A BRIEF NOTE ON BIDDER'S MAJOR ACTIVITIES AND ITS BACKGROUND**

**A – Details of the Firm**

**(Provide here a brief description of the background and organization of the Firm)**

### ANNEXURE – 3

#### Format for the Statement of the Financial Capacity

#### **Financial Capability of the Bidder**

(Rs. In Lakh)

<b>Bidder type</b>	<b>Turnover &amp; Net worth</b>					
	FY 2015-16		FY 2016-17		FY 2017-18	
	Turnover	Net worth	Turnover	Net worth	Turnover	Net worth
Single Entity Bidder						

#### **Instructions:**

1. Turnover = Operating Income + Other Income
2. The Bidder shall provide audited Annual Reports for the last Three (3) years.
3. Net worth evaluation as per accounting standard of ICAI.

**Signature of the Bidder**

#### **Certificate of Chartered Accountant**

On the basis of the relevant documents We, M/S \_\_\_\_\_ certify that the information regarding the turnover/net worth is true.

Signature and seal of the  
Chartered Accountant  
Registration No.

**ANNEXURE – 4**

**FORMAT FOR PROJECT UNDERTAKING**

To

Managing Director  
Madhya Pradesh State Tourism Development Corporation  
Paryatan Bhawan, Bhadbhada Road,  
Bhopal-462003

**Ref: - Tender For Letting Out of Cafeteria and Office Building at Rani Durgavati “Paryatan Bhawan” Paryatan Tiraha, Near Collectorate, North Civil Lines, Jabalpur**

We have read and understood the Bid document in respect of the captioned Project provided to us by MPSTDC.

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise contained in our Bid hereby represent and confirm that our Bid is qualified and unconditional in all respects.

Dated this ..... Day of..... 2018  
Name of the Bidder

.....  
Signature of the Authorised Person

.....  
Name of the Authorised Person

**ANNEXURE – 5**

**Financial Bid**

Affix a recent  
passport  
photograph of  
the authorized  
signatory

To

Managing Director  
Madhya Pradesh State Tourism Development Corporation  
Paryatan Bhawan, Bhadbhada Road,  
Bhopal-462003

Ref: - **Tender For Letting Out of Cafeteria and Office Building at Rani Durgavati “Paryatan Bhawan” Paryatan Tiraha, Near Collectorate, North Civil Lines, Jabalpur**

Dear Sir,

I am submitting my financial bid as under:

No	Particulars of the property	Monthly Rent
1	<b>Cafeteria for reputed food Chain</b> Rani Durgavati “Paryatan Bhawan” Paryatan Tiraha, Near Collectorate, North Civil Lines, Jabalpur	Rs..... (in figure) Plus Applicable Tax extra  Rs..... (in Word) Plus Applicable Tax extra
2	<b>Office Building</b> <b>2<sup>nd</sup> Floor</b> Rani Durgavati “Paryatan Bhawan” Paryatan Tiraha, Near Collectorate, North Civil Lines, Jabalpur	Rs..... (in figure) Plus Applicable Tax extra  Rs..... (in Word) Plus Applicable Tax extra
3	<b>Office Building</b> <b>3<sup>rd</sup> Floor</b> Rani Durgavati “Paryatan Bhawan” Paryatan Tiraha, Near Collectorate, North Civil Lines, Jabalpur	Rs..... (in figure) Plus Applicable Tax extra  Rs..... (in Word) Plus Applicable Tax extra

I have gone through the terms and conditions and guide lines as mentioned in the Bid document and I shall abide by them.

Date

Name of the authorized person

Signature

Seal

**LICENCE AGREEMENT**

THIS AGREEMENT made this ..... Day of ..... 2018 by and between :

Madhya Pradesh State Tourism Development Corporation Limited (MPSTDC) a Company registered under the Companies Act 1956 and having its registered Office at Partayan Bhawan, Bhadbhada Road, Bhopal, Madhya Pradesh hereinafter referred to as “**the Licensor**” (Which expression shall, unless repugnant to the context or meaning thereof, include and be deemed to include its successors and permitted assigns) of the first PARTY through its authorized signatory Mr. ....:

**AND**

Mr. .... M/s ..... sole proprietorship having Registered Office at Opposite ..... hereinafter referred to as “**the Licensee**” (Which expression shall, unless repugnant to the context or meaning thereof, include and be deemed to include its successors and permitted assigns) of the second part through its authorized signatory Mr. ...., Director.

(The Licensor and the Licensee are collectively referred to as “**the parties**” and in the singular as “the party”)

**WHERE AS**

- A. The Licensor is the absolute owner of land and building known as “currently being used as a ..... and known as ..... (herein after for the sake of brevity referred to as “**the Licensed Premises**”) situated at **Rani Durgavati “Paryatan Bhawan” Paryatan Tiraha, Near Collectorate, North Civil Lines, Jabalpur** more particularly described in the **Annexure A** attached hereto and hereinafter called “**the Licensed Premises**”.
- B. The Licensor had invited online Bids vide Tender NIT No- ..... MPSDTC Dated ...../08/2018 (as listed out in annexure 'B'), for "..... at **Rani Durgavati “Paryatan Bhawan” Paryatan Tiraha, Near Collectorate, North Civil Lines, Jabalpur**” for **05 years license** on the terms and conditions contained in the tender document.
- C. After evaluation of the Bids so received, FIRST PARTY had accepted the Bid of "M/s .....” a Company and issued Letter of Intent (LOI) No-...../MPSDTC dated ...../08/2018 (as listed out in annexure 'C'), to it and received a confirmation from Second Party vide letter dated on ...../0.../2018 for acceptance of LOI and depositing Amount Rs ..... as per LOI. Consequently, the Licensee has made the following payments which are hereby acknowledged by MPSTDC.
  - (i) Non-refundable, non-adjustable one months License fee Plus 18% G.S.T. Rs. .... Less TDS Rs ..... = ...../- paid to **MPSTDC**, amount Rs. .... vide RTGS/D.D. .... dated ....., in favour of Madhya Pradesh State Tourism Development Corporation Ltd. Payable at Bhopal M.R. No ..... Dated .....
  - (ii) Refundable, adjustable interest free security deposit of **Rs.....** (Rupees..... only), vide Bank D.D. No ..... dated ..... in favour of Madhya Pradesh State Tourism Development Corporation Ltd. Payable at Bhopal against the Security Deposit for the work. M.R. No..... Date .....

- D. Now this agreement is being executed & to be effective from ..... /...../2018.
- E. The parties have agreed that for their mutual benefit, the Licensee shall run, develop, conduct, manage, renovate, modernize and expand the Food Counters for the License fee and upon the terms and conditions recorded herein

### **IT IS HEREBY AGREED AS FOLLOWS:**

The recitals contained herein shall constitute an integral and operative part of this Agreement.

#### **1. SCOPE OF SERVICES**

- 1.1 The Licensee shall develop, furnish, operate and manage the **Outlet as mentioned in clause 1.1** as per good industry practices and in accordance with the specifications and performance standards as set out in this License Agreement.
- 1.2 The Licensee shall make all payments as per the terms and conditions of this License Agreement.
- 1.3 The Licensee shall utilize his/their/ its own finances and resources for its full operation, maintenance and management of the said licensed premises including but not limited to payment of salaries to staff members employed at the premises, payment of all taxes, dues, fees etc, payment of all insurance premiums, cost of development and maintenance of the structures at the premises.
- 1.4 The Licensee shall ensure that the outlet shall remain operational as per the terms and conditions of the License Agreement during the license period.
- 1.5 The Licensee can carry out marginal modifications in the licensed Premises after obtaining due permission from the MD, MPSTDC in writing and the cost of the same shall be borne by him.
- 1.6 The Licensee shall in no way shall be given any ownership right. He shall only be authorized to produce and sell the items in the licensed Premises.
- 1.7 The licensee shall be fully responsible for the safe and secured operations of the licensed Premises assigned to him and shall also be responsible for the safety of the persons, including the staff.
- 1.8 The Licensee shall have to follow rules, regulation, direction as issued and to obtain commercial tax registration/license as required by Govt./Statutory, local bodies, legal authorities etc. for commercial operations and MPSTDC shall have no obligation in this regard. In view of proposed GST the Licensee is required to comply the provisions of the GST law.
- 1.9 The Licensee shall be liable to pay all water and electricity charges to the respective authorities on basis of commercial rates or fixed by the MPSTDC for commercial uses. If such charges are not paid by the licensee on time the same shall be recovered from the security deposit & if such charges are not paid for a period 3 months the agreement shall be terminated at once.
- 1.10 Licensee shall maintain harmony in the area and shall not indulge in any illegal activity within the Area. In case the licensee or his employee are found to be involved in any activities which are detrimental to MPSTDC's interest/public interest/decency/morality etc. MPSTDC shall have a right to terminate the agreement on 30 days notice.
- 1.11 No temporary or permanent structure shall be allowed.
- 1.12 The Licensee shall conduct his operations in an orderly manner and shall not create any nuisance of any kind in the Cafeteria or in any area of the said Licensed Premises.
- 1.13 The Licensed Premises shall not be used for any purpose other than the one for which the possession has been given to him.



## **2. TERM**

- 2.1 The Term shall be for a period of 05 (Five) years commencing from the date on which this Agreement executed.
- 2.2 Upon the expiry or earlier determination of this Agreement, the Licensed Premises shall be handed over to the Licensor in good condition, subject to normal wear and tear, subject to complete refund of the Deposit to the Licensee, in accordance with terms and conditions of the agreement.

## **3. Payments**

- 3.1 The Licensee shall pay an Monthly Rent/License Fee of Rs ..... (Rupees ..... only) plus applicable taxes.
- 3.2 The Monthly rent/license fee of every month shall be paid in advance for on are before the first week of every month.
- 3.3 The payment shall be made by way of a bank draft/RTGS/Online payable at Bhopal and shall be made in favour of Madhya Pradesh State Tourism Development Corporation Limited.

## **4. The Licensee hereby covenants with the Licensors as under :**

- 4.1 To pay to the Licensors the licence fee and/or compensation payable under this Agreement at the time and in the manner provided hereinabove without any deduction and without challenging the same in any court of law or forum as not being standard licence fee and/or compensation payable in respect of the licensed premises ;
- 4.2 To use the licensed premises for the purpose of bid purpose only and for no other purpose;
- 4.3 To keep the licensed premises in good and tenantable order and condition (reasonable wear and tear excepted) :
- 4.4 The Licensee shall comply with all rules and regulations of the shops and Establishment Act. Provisions of any law, including the rules and regulations of Local Authorities in force for the time being.
- 4.5 During the operation of the license, if any damage or loss to the property is caused by/due to Licensee, the MPSTDC shall recover the same from the security deposit.
- 4.6 The Licensee shall have to maintain high standard of the quality of food and services to be provided at the Property and in order to ensure enforcement foods of the above provisions, MPSTDC shall have the right of inspection without notice and if the MPSTDC finds issue with food/goods quality, hygiene, service etc. the MPSTDC may issue a notice immediately and if the quality of food/goods is not improved within 2 days, it will be treated as an Event of Default and necessary actions will be initiated.
- 4.7 To hand over to the Licensors the possession of the said premises in the same order and condition as it was when the Licensee is put in possession of the Licensed premises but subject to what is stated hereinafter;
- 4.8 Not to hold the Licensors responsible for or liable for any loss or damage suffered by the Licensee on account of any theft, fire or other destruction caused to or in the said premises or to any property brought by the Licensee in the said premises or by any act or omission on the part of the occupants of the other premises or to their servants or agents or visitors;

- 4.9 Not to sub-let or give on leave and licence basis or on any other basis the said premises or any part portion thereof nor the Licensee permit any one to use and occupy the said premises or any part or portion thereof;
- 4.10 Not to damage in any way the walls, partition, walls, flooring and ceiling of the said premises or any of the Licensors fixtures, fittings and articles installed lying and being in the said premises and to keep the same in good order and condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God excepted) ;
- 4.11 To remove itself from the said premises and all its staff and employees and all its belongings and to restore the said premises to its original condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God excepted) Provided However that if the Licensee has carried out any additions and alternations to the said premises which are of a permanent or semi-permanent nature or if the Licensee has brought and installed any furniture fixtures and fittings in the said premises, the Licensee shall and at the time of the determination or earlier termination of the licence hereby granted remove the same from the said premises.

**5. The Licensors hereby covenants with the Licensee as follows :-**

- 5.1 To observe and perform all the terms and conditions and stipulations of all documents under which the Licensors derive title to the office premises;
- 5.2 To permit the Licensee to use and occupy the licensed premises without any hindrance or obstruction of any nature whatsoever as long as the Licensee pays the licence fee and or compensation as hereinabove provided and observes and performs all the terms, conditions and covenants contained;
- 5.3 It is the express intention of the parties hereto that the Agreement shall be a mere Licence, the use and occupation by the Licensee being restricted for the purpose of using the Licensed Premises on the terms and conditions contained in the licence.
- 5.3 The Licensors hereby represent and declare that ;
  - a) The Licensors are absolutely entitled to the licensed premises;
  - b) The Licensors have not created any charge or encumbrance of whatsoever nature on the said licensed premises nor have they created any tenancy or leave and licence or any right in favour of any one in respect of the licensed premises nor shall they create or purport to create any such charge or encumbrance hereafter;
  - c) The Licensors have not entered into any Agreement for sale of the licensed premises in favour of any person or party ;
  - d) The Licensors has not committed breach of any of the rules regulations.

**6. TERMINATION :**

- 6.1 In the case of violation of any terms and conditions laid down in the License agreement by the Licensee, MD, MPSTDC shall issue a show-cause notice to the effect to the Licensee, and after giving due opportunity of hearing, the MD, MPSTDC may either cancel the License or impose a penalty on the Licensee. In case the penal amount is not deposited, the same can be deducted from the security deposit as deposited in accordance with the provision mentioned in clause 4 above. In case of deduction from security Deposit the Licensee shall make good the security Deposit to its License, the security deposited shall stand forfeited.
- 6.2 If Licensee is unwilling to run the Food counters he can vacate the Food counters after giving minimum notice of 60 days.

6.3 In case of non-payment of licence fee during licence period MPSTDC will have full rights to cancel the agreement and seize the property (goods and equipments) and will be free to auction/sale to recover the due payments. if the license fee is over due for a period more than 03 months this agreement shall automatically terminated at once.

## **7 SECURITY DEPOSIT AND ITS REFUND**

7.1 The Licensee deposited an amount of Rs. ....../- (Rupees ..... only), vide D.D. No ..... Date ..... in favour of the Madhya Pradesh State Tourism Dev. Corp. Ltd The interest free security deposit will be released by the MPSTDC within six month from the date of clearance of all dues by the licensee after the expiry of the agreement.

## **8 FORCE MAJEURE**

8.1 It is agreed that in the event of any of the conditions of “Force majeure” existing as a result of which either of the parties is unable to comply with and/or fail to perform any of its obligations/ covenants under this Agreement and if such party gives to the other party a written notice of such event within 15 days after the occurrence or presence of such events and informing the other party that due to the existence of Force Majeure the party is unable to perform its obligations/covenants under this Agreement, then in and in that event, the performance of such obligations/covenants shall be suspended during the period this inability continues and no License Fee will be payable by the Licensee to the Licensor during such period. If this inability continues and the performance of such obligations/ covenants are suspended for a period exceeding six months, then in that event, the Licensor and the Licensee shall mutually decide on the further course of action. If within 60 days of the expiry of the period of suspension, the Licensor and the Licensor and the Licensee are not in a position to arrive at a mutually acceptable solution, then in that event, either party may terminate this Agreement by giving a written notice of not less than 30 days at the end of which notice period, this Agreement shall stand terminated.

8.2 For the purpose of this Agreement, force Majeure shall mean and include natural calamities, outbreak of war, hostility (whether war is declared or not) acts of foreign enemies, Acts of God riots earthquakes, floods civil insurrection, partial or total destruction/ damage to the Food Counters, or any national international events substantially affecting the tourist and business traveler inflow into India and/or any major environmental problem at the Food Counters or its environs or any similar causes beyond the control of the parties hereto resulting in the parties hereto being unable to perform their covenants and or obligations under this Agreement .

8.3 The above clauses shall apply only if the Food Counters ceases to operate for a consecutive period of not less than 21 days

## **9. WAIVER**

The failure of either party to insist upon a strict performance of any of the terms or provision of this Agreement or to exercise any option, right or remedy herein contained, shall not in future be construed as waiver or as a relinquishment of such terms, provisions, option, right or remedy but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

**10 . PARTIAL INVALIDITY**

10.1 In the event that any one or more of the provisions contained In this Agreement shall in invalid, illegal or enforceable in any respect under any applicable law, the validity legality and enforceability of the remaining provisions contained herein shall not in any way be affected or Impaired thereby and the parties agree to renegotiate such provisions in good faith. In the event the Parties cannot renegotiate such provisions, than a dispute shall be deemed to have arisen to be resolved by arbitration.

10.2 If for any reason, it is held by any Court of Authority having the force of law that the Agreement is void or unenforceable for any reason, than notwithstanding anything to the contrary contained to this Agreement, the Deposits shall Forthwith be refunded by the Licensor to the Licensee simultaneously the Licensee handing over the Licensed Premises l to the Licensor.

**11 INDEMNIFICATION**

11.1 If in the course of the implementation of this Agreement any third party claim or liability accrues or arises on the Licensor and/or THE LICENSEE, then the Licensor and/or THE LICENSEE, whosoever is liable therefor , as between the parties hereto will defend the same at its own cost and expenses and bear and pay and discharge the same provided such claim or liability has arisen in the course of the implementation of this Agreement in good faith and in the normal course of business and not due to negligence of the concerned party, Each party agrees not to take up any defence, claim or stand contrary to the defence or stand or claim taken or made or to be taken or made by the other party. PROVIDED FURTHER if any such claim or liability has arisen or accrued as a result of willful misconduct or gross negligence of a party, then and in that event, the other party, if it is made liable therefore, will be entitled to recover the same from the party responsible for the act of willful misconduct or gross negligence. Each party indemnifies the other accordingly.

**12 NOTICE**

12.1 All communication and notices to be given by either party to the other in connection with right and obligation of both parties under or pertaining to this Agreement shall be sent by registered post, or by recorded hand delivery and if given either by courier service, telegram, telephone or verbally they shall be confirmed by registered letter and addressed as follows :

For the Licensor  
Partayan Bhawan, Bhadbhada Road, Bhopal, Madhya Pradesh.

For the Licensee  
.....

12.2 Either party may change individuals designated to receive notices or addresses and in such an event advance notice shall be given to the other party by means of a written notice of any such change.

### **13. RELATIONS BETWEEN THE PARTIES**

Nothing contained herein shall be construed as establishing or creating a relationship of employer and employee, partnership, principal and agent, or landlord and tenant or sharing of profits or joint venture between the parties hereto, but strictly on a principal to principal basis and nothing contained herein shall be construed as a sale lease, transfer or disposal of the whole or substantially the whole of the undertaking of the Licensor and/or creating any Interest, including but not limited to any tenancy or any other interest, in the immovable property in favour of the Licensee .

### **14 CONSTRUCTION OF AGREEMENT**

The heading is merely indicative and shall not affect the construction of the clauses of this Agreement.

### **15 ARBITRATION**

15.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the Secretary tourism, Government of Madhya Pradesh, Bhopal.

15.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

15.3 The venue of the arbitration proceeding shall be the office of Secretary tourism, Government of Madhya Pradesh, Bhopal or such other places as the arbitrator may decide.

### **16. MODIFICATION**

This Agreement shall not be altered, modified or supplemented except with the prior written approval and consent of the parties.

### **17. JURISDICTION**

It is agreed by and between the parties hereto that the competent courts at Bhopal alone shall have Jurisdiction to try and/or entertain any suits, proceedings or any other matters arising out of or touching this Agreement.

### **18. EQUITABLE REMEDIES**

Agreement, and each party agrees that, notwithstanding anything to the contrary herein, in the event of a breach of any provisions of this Agreement, the respective rights and obligations hereunder shall be enforceable by specific performance of injunctive relief in any court of competent jurisdiction.

### **19. STAMP DUTY**

The LICENSEE shall bear stamp duty and registration costs, if any with respect to the execution and delivery of this Agreement.

THERE WILL BE ONLY TWO ORIGINALS OF THE AGREEMENT AND ONE EACH DULY SIGNED BY BOTH PARTIES WILL REMAIN IN POSSESSION OF LICENSOR AND LICENSEE

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first hereinabove written

SIGNED ON BEHALF OF LICENSOR

SIGNED ON BEHALF OF LICENSEE

(Signature)

(Signature)

In presence of

Witnesses:

(i)

(ii)

Dated:

Place:

Name of Authorize:

Designation:

Full Postal Address:

Phone:

Fax:

Email:

Mobile:

Name of Authorize:

Designation:

Full Postal Address:

Phone:

Fax:

Email:

Mobile:

**Annexure – A**

**Annexure – B**

**Annexure – C**