

**P.L. DESHPANDE, MAHARASHTRA KALA ACADEMY
Sayani Road, Prabhadevi, Mumbai – 400 025.**

TENDER DOCUMENT

NAME OF WORK : Running & Managing Rest house at
P.L. Deshpande Maharashtra Kala Academy,
Mumbai, on Licence Basis.

UPSET PRISE : Rs. 3,40,200/- Per Month

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Government of Maharashtra
P.L. Deshpande Maharashtra Kala Academy
RavindraNatyaMandir Complex, Sayani Road, Prabhadevi,
Mumbai - 400 025

9. E-Tender Notice(Advertisement)

The Project Director P.L. Deshpande Maharashtra Kala Academy having their office at, Ground Floor, Sayani Road, Prabhadevi, Mumbai - 400 025 invites E-tender from persons owning/operating Hotels/Resorts/Rest house for RUNNING AND MANAGING the following property on “as is where basis” for a period of **Ten Years**.

Sr. No.	Name of Property	Property details in brief	Earnest money Rupees
1	Rest House at Prabhadevi, Mumbai.	Eleven Rooms on sixth floor in the Premises of P.L.Deshpande Maharashtra Kala Academy.	Rs. 2,00,000/-

Tender documents can be seen, download from the website <https://mahatenders.gov.in> from **06/07/2022 to 26/07/2022 upto 3.00 pm**. The e-tender should be submitted as per the tender format and in accordance with the terms and conditions mentioned in the tender document.

Pre-Bid Meeting Date: 14/07/2022 at 11:00 AM

Pre-Bid Meeting Venue: Office of Project Director, P.L. Deshpande Maharashtra Kala Academy, Ground floor, Sayani Road, Prabhadevi, Mumbai ४०००२५

The tenders will be open on **27/07/2022 at 3.00p.m.** in presence of the bidders or their authorized representative. For any additional information please contact at the above mentioned office.

The Project Director, P. L. Deshpande Maharashtra Kala Academy, Mumbai reserves the right to acceptor reject any or all tender(s) without assigning any reasons thereof at any stage of the tender.

Project Director
P. L. Deshpande Maharashtra Kala Academy, Mumbai.
Tel No. 24312956, 24365990, 24365997

P. L. Deshpande Maharashtra Kala Academy
Sayani Road, Prabhadevi, Mumbai – 400 025

DETAILED TENDER NOTICE

Government of Maharashtra
P. L. Deshpande Maharashtra Kala Academy

Invitation for Tenders

DETAILED TENDER NOTICE

1. Online Tenders are invited from persons owning/operating Hotels/Resorts/Rest House or professionally qualified person for RUNNING AND MANAGING the following property on “as is where basis” for a period of **Ten Years**

Sr. No.	Name of Property	Property details in brief	Earnest money Rupees
1	Rest House at Prabhadevi, Mumbai.	Eleven Rooms on sixth floor in the Premises of P.L.Deshpande Maharashtra Kala Academy.	Rs. 2,00,000/-

A complete set of detailed Tender Document consisting of details of the property, general rules and direction for the guidance of Tenderer, standard format of agreement containing the terms and conditions of license, and tendering procedure is available on <https://mahatenders.gov.in> for interested bidders. Any information in this regard will be supplied by the Project Director, P. L. Deshpande Maharashtra Kala Academy, Prabhadevi- Sayani Road, Mumbai- ४०० ०२५. Tel. No. २४३६५९९० on all working days except Sunday and public holidays from **06/07/2022 to 26/07/2022** during working hours on payment of tender fee mentioned below.

- | | | |
|---|---|---|
| 1 | Tender Fee | : Rs.5000/- |
| 2 | Offer Price | : per month plus GST as applicable |
| 3 | Earnest Money | : Rs. 2,00,000/- |
| 4 | Security Deposit | : Amount Equal to 10 % of Contract Value. |
| 5 | Pre-Bid Meeting | : 14/07/2022 at 11:00am |
| 6 | Last date for submission of tender: | : upto 26/07/2022 up to 3.00 p.m. |
| 7 | Address of receiving office | : Project Director, P.L. Deshpande Maharashtra Kala Academy, Sayani Road, Prabhadevi, Mumbai- 400 025
Tel no.: 22-24365990 |
| 8 | Probable date and time of opening of the tender | : 27/07/2022 Technical Bid at 3.00 p.m |
| 9 | Validity Period | : The offer shall remain valid and open for acceptance for a Period of 180 days from the date opening of financial bid. |
| 9 | Period of Contract | : Ten Years |

10. Rights are reserved to revise or amend the Tender / Contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/amendments if any shall be communicated in the form of corrigendum or by a letter as may be considered suitable.
11. Rights are reserved to reject any or all tenders without assigning any reasons thereof.

2. EARNEST MONEY

- a) Earnest Money as mentioned above at Sr. No. 1 (3) along with tender should be paid online only as per online eTender procedures and guidelines laid by GOM. This EMD is automatically refunded time to time as per the Tender schedule.
- b) Tender of those who do not deposit earnest money in one of the above acceptable forms shall be summarily rejected.
- c) The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance or otherwise of the tender or otherwise on expiry of the validity period whichever is earlier. In case of the successful tenderer it will be refunded on his paying the initial security deposit to be paid before awarding of the tender. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement bond, his earnest money deposit will be forfeited to Government.

3. SECURITY DEPOSIT

- a) The successful bidder shall have to pay full amount of Security Deposit in form of Bank Guarantee from a Nationalized Bank in the enclosed form and complete the contract documents failing which his earnest money will be forfeited to the Government.
- b) There shall be no liability of the Department to pay any interest on the Security Amount deposited by or recovered from the contractor.
- c) The security Deposit shall be refunded after completion of the contract.

4. OTHER TERMS & CONDITIONS

- 4.1 The monthly License fees to be quoted by the Tenderer for Ten Years shall be subject to yearly escalation of 5% (five percent). The First escalation will take place one year from the date of execution of the agreement by the Academy.
- 4.2 The First year of license agreement shall commence from the date of execution of the License Agreement by the Academy.
- 4.3 Tender document is not transferable.
- 4.4 The Tender procedure is online. Any offers received either by post or by hand shall not be accepted.
- 4.5 Offers received without earnest money shall be treated as invalid and rejected.
- 4.6 Conditional offers shall be liable for rejection and the offers which are not responsive to the requirements of the tender document will be liable for rejection.
- 4.7 The Competent Authority reserves the right to reject any or all offers without assigning any reason(s) whatsoever.
- 4.8 The offer shall remain valid and open for acceptance for a period of 180 days from the date of opening of financial bid.
- 4.9 The Tenderer Whose tender is accepted shall-
 - (a) Throughout the term of the agreement, observe and perform the terms and conditions of the agreement.
 - (b) Not, in any manner whatsoever, assign, transfer or part with rights, obligations, interest, duties or benefits under the aforesaid agreement; and

- (c) Not, during the subsistence of the aforesaid agreement, change, vary or convert the nature constitution or basic structure of Tenderer's legal character or structure.

II. GENERAL RULES AND DIRECTONS FOR THE GUIDANCE OF TENDERER

- 5.1. The Tenderer are advised to visit the site/property in advance at their own cost and collect all information that will be necessary for preparing the tender.
- 5.2. The Tenderer and any of his personnel or agents will be granted permission to enter upon the premises and lands to inspect the property for the purpose only upon the express condition that the Tenderer, his Personnel and Agents indemnify the P. L. Deshpande Maharashtra Kala Academy form all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss, damage, cost and expenses whatsoever caused, which but for the exercise of such permission would not have arisen.
- 5.3. The prospective Tenderer requiring any clarification on the tender document, may seek the same from the Project Director, P. L. Deshpande Maharashtra Kala Academy, Sayani Road, Near Siddhivinayak Temple, Prabhadevi, Mumbai-25 at the above address.
- 5.4. All correction and additions should be initialed.
- 5.5. In the event of tender being submitted by a Partnership Firm, it must be signed by each Partner thereof and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
- 5.6. If, after submitting the tender, the Tenderer withdraws his offer or modifies the same or if after the acceptance of his tender, the Tenderer fails or neglects to complete he necessary formalities or fails to implement the contract within time stipulated for, then without prejudice to any other right, the Academy shall be entitled to forfeit the full amount of the earnest money deposited by the Tenderer.
- 5.7.. The right is reserved to revise or amend the Tender document fully or in part before the deadline for submission, and deviations/amendments if any shall be communicated in the form of Corrigendum or by letter as may be considered suitable.
- 5.8. The Tenderer is expected to examine carefully all instructions forms, general rules in the document will be rejected. Failure to comply with the requirements of tender submission will be at the Tenderer's own risk. Tenders which are not responsive to the requirement of the Tender Document will be summarily rejected.
- 5.9. Tenders which do not fulfill all or any of the conditions or incomplete in any of the conditions or incomplete in any respect are liable for rejection.
- 5.10. The acceptance of tender shall be communicated to the successful Tenderer on approval from the Competent Authority.

6 Financial Terms

- 6.1 a) Monthly License fees payable to the Academy as applicable should be indicated in the Finance Bid BOQ in Tender document in Envelope No.2. Also the price escalation applicable in next years. GST as applicable should be borne by the Licensor.
- b) The Licensee shall pay to the Licensor, over and above the monthly License fee, a sum Rs. 10,000/- per month towards water charges, lift and security charges provided by the Licensor to the Licensee.
- c) The Licensee shall pay monthly fee of Rs. 10,000/- (Rupees Ten Thousand Only) per month for the use of Premises located on the sixth floor to be used as pantry and for housekeeping purpose to the Licensor.
- d) The successful Tenderer shall be required to deposit amount equal to 10 % of Contract Value Compensation payable as Security Deposit.
- e) The successful Tenderer shall provide an irrevocable Bank Guarantee of the amount equal 10 % of Contract Value payable to P. L. Deshpande Maharashtra Kaka Academy for the full term of 10 years from the Nationalized Bank / Scheduled Bank guaranteeing the payment payable by the Licensee to the Licensor for each & every year of the agreement period. The Bank Guarantee be produced on or before execution of agreement. The B.G. should be kept alive during the tenure of ten years as per the Agreement period.
- f) (i) The Licensee shall provide Two Rooms to the Licensor as and when required for arrangement of stay of official visited subject to prior intimation of 02 days to the Licensee, for any required period.
(ii) In the event of letting out of the two rooms to the Licensor as referred to herein above, the Licensee shall charge to the Licensor fixed rate of Rs.1000/- (Rupees One Thousand Only) per day per room plus taxes applicable.
- 6.2. The amount of Earnest Money will be refunded to the unsuccessful Tenderer after decision about the acceptance or otherwise of the tender or on expiry of the validity period, whichever is earlier, is finally taken. In the case of successful Tenderer, the Earnest Money will be refunded on his completing the required formalities and/ or commencing the operation within the time prescribed for. The EMD will be forfeited in case of failure to do so.
- 6.3. Stamp duty and fees for registration of the agreement will be borne and payable by the Licensee.
- 6.4 The Licensee shall pay all applicable taxes/Statutory duties/Expenses of the government or local bodies. apart from license fee directly or through P.L.Deshpande Maharashtra Kala Academy. Property Tax will be borne by P.L.Deshpande Maharashtra Kala Academy.

7. THE TWO ENVELOPE BID SYSTEM WILL BE ADOPTED AS BELOW:

The Bidder must submit his Technical Bid in sealed envelope as mentioned below. Finance offer will be opened online only. Any Tender Technical document with Finance offer's reference directly or indirectly will be summarily rejected.

a) Envelope No.1 :- Called "Technical Bid Envelope" Shall Contain

1. Scanned copy of offer letter from the Tenderer as provided in the document, duly typed out and completed with the required information in the format given.
2. Audited Profit & Loss Account and Balance Sheet of the Tenderer's Establishment for the last three years duly attested and CA certificate of Turnover.
3. Earnest Money Deposit and Tender fees to be paid online as per eTender norms of GOM. Its online payment screenshot.
4. Copies of GST registration/Profession Tax registration/Registration under Service Tax Act.
5. Copy of registration under Shops and Establishment Act.
6. Due diligence required to run and operate a Rest House in Mumbai. Its safety certificate where Tenderer is operating at those locations.
7. Certified Xerox Copy of Partnership deed/memorandum and Articles of Associations as applicable. Power of attorney, if any.
8. Solvency Certificate to the extent of Rs. 30 lacs issued by any scheduled/Nationalised Bank in original form.
9. Tenderer should enclose certified copy of Income Tax PAN Card of the Tenderer.
10. Tenderer should enclose certified copy of GST Registration Certificate which should be in the Name of the Tenderer.
11. No default Certificate from the Tenderer's Bank or Financial Institutions.
12. Copies of Assessment Orders of Income Tax or if any of Wealth Tax for the last three years duly attested (signed and sealed by Govt. Gazetted officer/official Notary).
13. Copies of Assessment Orders from Sales Tax Department for the last three years.
14. Profile of the bidder.
15. List of the clients.
16. Experience Certificates.

Note : All document should be in pdf format. File all these documents in single folder and then it should be uploaded in winrar/.rar format in Technical Envelope.

All Technical bid documents should be submitted in the above sequence with Index Page and Page numbers. Tender should be submitted online only..

Finance offers will be opened online only . The Technical Bid will be opened in the office of the Project Director, P.L.Deshpande Maharashtra Kala Academy, Prabhadevi, Mumbai.

Only those bidders Technical documents meeting with requirements of the Tender will be shortlisted for Finance opening which opening date will be communicated further to eligible parties.

b) Envelope No.2 :- Called “Commercial Bid Envelop” Shall Contain

- a) The Bill of Quantity (BOQ) in xls format only and the BOQ template must not be modified/replaced by the bidder and same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for the tender.
- b) Bidders are allowed to enter the bidder name and values only.
- c) The Finance bid of the shortlisted tenderers qualified in technical evaluation shall be opened online only. Further online procedures as per online eTendering rules and regulations set by GOM.
- d) The refund of online EMD will be done automatically and P.L. Deshpande Maharashtra Kala Academy has no way directly involvement in the same. As per online Tender portal procedures all online refunds will be settled. Academy has no direct involvement in such online transactions.

8. BLANK FORM OF OFFER LETTER NO.1 FOR ENVELOPE NO.1

Tenderer's Name and Address

.....
.....

Project Director,
P. L. Deshpande Maharashtra Kala Academy,
Sayani Road, Opp. Siddhivinayak Temple,
Prabhadevi,
Mumbai-400 025.

Sub:- **Offer for running and managing Rest House at P. L. Deshpande Maharashtra Kala Academy**

Sir,

I/We, have read the Tender Document and all of its other documents like BOQ and corrigendum published if any and have carefully studied and understood before submitting the tender, the present condition and details of property, the Standard Agreement, General Rules and the Tendering Procedure for submission of offer and agree to abide by all the stipulated terms, conditions, rules and provisions contained therein.

The required information relating to my/our/Establishment is furnished as below.

1. Name and address :
2. The constitution: whether
 - a) Proprietary :
 - b) Partnership :
 - c) Pvt. Ltd. Company :
 - d) Public Ltd. Company :
 - e) Any other: PI specify :
3. Experience of Establishment in
 - a) Running Rest House
 - b) Managing any other tourism facility
(Give details/Location, etc.)

- c) Managing any other business
(Give details)

The details of my/our Establishment in term of capacity, turnover, profit, etc. are as below:-

Sr. No.	Nature of Business	Grade	No. of Units	No. of Employees	Turnover	Net Profit
1.	Rest House					

As required, the following documents are enclosed.

- a) Online payment of EMD & Tender fees for this Tender.
- b) Audited Profit & Loss Account and Balance Sheets of my/our Establishment for the last three years duly attested and Turnover certificate by Chartered accountant.
- c) No default Certificate from my/our Bank/Financial Institution.
- d) Solvency Certificate in original from the Competent Authority.
- e) Copies of assessment orders of income-tax or if any of wealth-tax for the last three years duly attested.
- f) Copies of assessment orders from Sales tax Department for the last three years.
- g) Copies of GST registration / Profession tax registration.
- h) List of Clients etc.
- i) Experience Certificate.
- j) No dues certificate from P. L. Deshpande Maharashtra Kala Academy.

Thanking you,

Yours faithfully,

Place:
Date:

(Signature)
Signature of Tenderer with
Name and Designation where applicable

9. FORMAT OF LICENCE AGREEMENT FOR REST HOUSE

This AGREEMENT made as this _____ day of _____ Two Thousand Twenty One BETWEEN THE P. L. Deshpande Maharashtra Kala Academy, a Government Office having its office at Sayani Road, Prabhadevi, Mumbai-400 025, hereinafter referred to as “the Licensor” (which expression shall unless the context does not so admit, include its successors and assigns) of the ONE PART:

AND

----- carrying on business in the firm name and style of ----- as sole proprietor thereof, hereinafter called “the Licensee” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors and administrators) of the OTHER PART :

OR

M/s. - a partnership firm consisting

Of

(1) _____

(2) _____

(3) _____ as partners thereof hereinafter referred to as “ the Licensee” (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm and their heirs, executors and administrators) of the OTHER PART:

OR

_____ a limited Company Incorporated under the Companies Act, 1956 and having its registered office hereinafter referred to as “the Licensee” (which expression shall Unless it be repugnant to the content or meaning thereof and include its successor or successor) of the OTHER PART;

WHEREAS

- i) The "Licensor is Owner of property known as Rest House situated at P. L. Deshpande Maharashtra Kala Academy, Sayani Road, Prabhadevi, Mumbai – 400025 (hereinafter referred to as "the said Rest House).
- ii) The Licensor has invited offers inter-alia for entrusting management of its said Rest House at P. L. Deshpande Maharashtra Kala Academy, Sayani Road, Prabhadevi, Mumbai – 400 025.
- iii) The Licensee have offered to run and manage Licensor's said Rest House and for that purpose sought license and permission of the Licensor to run and manage the same which the Licensor has agreed to grant upon terms and conditions hereinafter appearing.
- iv) It has been agreed between the Licensor and the Licensee that the Licensee shall pay to the Licensor a sum of Rs. ----- (Rs. ----- Only) by way of interest free deposit to be kept with the Licensor for the full term of the contract.
- v) It has been agreed between the Licensee and the Licensor that the Licensee shall pay to the Licensor a sum of Rs -----p.m as monthly rent, with 5 % of yearly escalation after expiry of the term of 12 months in succession, for a period of Ten years from the date of Agreement.
- vi) The Licensee has given a Bank Guarantee dated -----day of----- 2019 executed by the - ----- (Name of Bank in favour of the Licensor for the sum of Rs. (Rupees only) as additional security for performance of their part by the Licensee of all the terms and conditions contained in this Agreement and to be observed and performed by the Licensee.
- vii) The parties hereto are desirous of recording the terms and conditions of the License.

NOW, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The Licensor hereby grants to the Licensee an exclusive License and permission for managing the said Rest house and the use of the said Rest house for the period of 10 years commencing from the date of signing of this agreement by the Licensor.
2. In this agreement right the "Managing and running mean-
 - (i) An Exclusive right to run the Rest house.
3. During the aforesaid period of 10 years the Licensee shall have license and authority only to enter upon the premises of the said Rest house for the purpose of meaning the said Rest house and/or conducting Rest house services as hereinafter provided and for no other purpose whatsoever and the Licensee shall be deemed to be bare Licensee only of the premises of the said Rest house
4. Nothing in these present contained, shall be construed as demise in law of the premises of the said Rest house or any part thereof, so as to give to the Licensee any legal interest therein, but the

Licensee shall only have a license to enter upon the premises of the Rest house purpose of performing this Agreement.

5. The Licensee will have to accept possession of premises of the said Rest house in whatever condition the same may exist at the time of handing over of possession thereof to the Licensee.
6. The Licensee hereby agrees to observe and perform the following stipulation, that is to say.
 - (a) That the Licensee shall pay to the Licensor an amount of Rs. ----- by way of interest free deposit to be kept for the full term of the agreement and a monthly License fees/Compensation at the rate indicated hereinafter p.m. The monthly License fees/compensation quoted by the Licensee shall be subject to yearly escalation of 5 % p.a. cumulative. The first escalation will take place one year from _____2022 and escalation amount shall be as indicated below):-

LICENSE FEE/COMPENSATION

Payable to Licensor

1st year Twelve Installments of Rs. _____ per month,

2nd year Twelve Installments of Rs. _____ + % escalation of previous years = _____ Rs. per month.

3rd year Twelve Installments of Rs. _____ + % escalation of previous years = _____ Rs. per month.

4th year Twelve Installments of Rs. _____ + % escalation of previous years = _____ Rs. per month.

5th year Twelve Installments of Rs. _____ + % escalation of previous years = _____ Rs. per month.

6th year Twelve Installments of Rs. _____ + % escalation of previous years = _____ Rs. per month.

7th year Twelve Installments of Rs. _____ + % escalation of previous years = _____ Rs. per month.

8th year Twelve Installments of Rs. _____ + % escalation of previous years = _____ Rs. per month.

9th year Twelve Installments of Rs. _____ + % escalation of previous years = _____ Rs. per month.

10th year Twelve Installments of Rs. _____ + % escalation of previous years = _____ Rs. per month.

- i) The above referred monthly license fee/compensation shall be paid along with GST as applicable in advance before 5th day of the calendar month. The First of such payment will be made on or before the execution of this agreement and all subsequent payment will be made on the 5th day of the month in which the same falls due.

The Licensee shall make the payment by D.D. to the **Project Director, P. L. Deshpande Maharashtra Kala Academy** at Sayani Road, Prabhadevi, Mumbai – 400 025. If the Licensee fails or neglects to pay to the Licensor compensation at the rates and in the manner specified above, then they/he shall, in addition to the amount so due and payable by them to the Licensor interest thereon at the rate of **18% per annum** from the date of default. If payment of compensation or delay in payment of interest continues for one month OR more than 30 days from the due date of payment the Licensor shall be entitled to terminate this agreement and to evict the Licensee from the said property.

- ii) The Licensee shall provide an irrevocable Bank Guarantee Amount Equal to 10 % of Contract Value for the full term of 10 years guaranteeing the due performance of their assigned contract as per the terms & condition of this agreement. During the currency of the License period and
- (b) That the Licensee shall at their cost keep the said Rest house area neat and clean and in best hygienic condition and for that purpose take all necessary steps and precaution in that behalf and follow the guidelines as may be in force from time to time and comply with all statutory provisions, rules, regulation and bye –laws of the local bodies and the other authorities in respect of sanitary arrangements, hygiene, health or cleanliness and shall indemnify the licensor against all cost, claims, liabilities, fines or other expenses whatsoever which may fall

upon the licensor by reason of non-compliance and non-observance by the Licensee therewith. Further the Licensee shall provide adequate pest control service at his own cost during the License period to the satisfaction of the Licensor to ensure hygienic condition of the kitchen and Rest house premises.

- (c) The Licensee shall install adequate fire extinguishers throughout the premise of the said Rest house and shall be responsible for checking and servicing them from time to time and the Licensee shall adhere strictly and rigidly to any security of safety regulations prescribed by a local or other authority.
- (d) The Licensee shall during the term of this agreement, insure and keep insured the said Rest house in such sum and for such period as would be decided/approved by the Licensor, in the name of the Licensor against any damage to the said Rest house caused by fire, explosion, riot, civil commotion, strikes, lockouts, workers/labour disturbances, storms, tempest, flood, earthquake or any Act of God with an Insurance Company to be approved by the Licensor, and will produce to the Licensor, the policy or policies of insurance and receipt for the payment of the last reimburse the P.L. DeshpandeMaharastra Kala Academy to the extent of loss of the premises.
- (e) The Licensee shall make adequate and satisfactory arrangements for the removal of waste or garbage and follow the guidelines that may be prescribed from time to time by the local authorities/ any virtue of the authority by any law for the time being in force.
- (f) The Licensee shall at their cost provide suitable and sufficient uniform for all the staff. The design, material and colour of the uniform shall be approved by the licensor. It shall be the duty of the licensee to see that the staff shall be clean, civil and sober at all times when on duty. Any member of Licensee staff whose conduct while on duty is in the opinion of Licensee detrimental to the interest of Licensor; the Licensee shall immediately take appropriate action in the matter as directed by the licensor.
- (g) The Licensee shall forthwith on the expiry or termination of this agreement, without demur, quit, vacate and hand over vacant and peaceful possession of the said Rest house to the Licensor in the same condition in which they were at the time of commencement of this agreement with the exception of normal wear and tear.
- (h) The Licensee shall not, except with the prior permission in writing of the Licensor, make any addition or alteration to the premises of the said Rest house including electric installation and fitting. **All additions or alteration shall be carried out by the Licensee with only prior written permission and at their own cost.** On termination of this Agreement, all such additional alterations shall become the property of the Licensor and the Licensee shall neither have any right, title nor interest therein nor shall they be entitled to claim from the Licensor, shall be at liberty to call upon the Licensee to remove at their costs and consequences all additions and alterations made by them and restore the premises of the said Rest house to their original conditions.
- (i) The Licensee shall bear and pay all the taxes and outgoings of whatsoever nature and description including municipal taxes, N.A. Tax, GST, Water charges, entertainment tax, electricity charges, sanitary charges, education fees, license fees, expenses for gas consumption and other charges, taxes and fees that may be levied by the local authority, Government or any other Corporation during the Period of this Agreement and which are required to be paid for the continuous and efficient running of the said Rest house. For this purpose, the licensee shall take

separate electric meter fitted at their own cost and pay the charges levied by the concerned authorities directly. Property Tax will be borne by P.L.Deshpande Maharashtra kala Academy.

- (j) The Licensee shall, in the event of failure of electricity and/or non-supply of water, make alternate arrangement at their own cost thereof and the Licensor shall not be liable to compensate the Licensee for loss of their business due to failure of electricity.
- (k) The Licensee shall use the said Rest house only for the purpose as mentioned in this Agreement and for no other purpose whatsoever, nor shall they allow them to be used or utilized by any person or person other than the Licensee.
- (l) Subject to the provision of sub-clause (j) hereof, the Licensee shall be entitled to use the existing gas, electricity and water connection in the premises of said Rest house
- (m) The Licensee shall have to take separate telephone facility at the said Restaurant at his own cost and shall bear and pay regularly all the rental charges, and all the bills issued by telephone authorities from time to time as to ensure services are not disconnected.
- (n) The Licensee shall, on or before 5th of each and every month during the subsistence of this agreement, pay to the Licensor the monthly rent of Rs-----without fail. If the rent is not paid by the due date, penal interest @ 18% p.m. shall be levied and recovered from the Licensee.
- (o) The Licensee shall serve in the said Rest house at all times fresh, wholesome, clean, hygienic rooms. A duly authorized representative of the Licensor in this behalf shall without prior notice have the authority to inspect rooms and if on such examination, it is proved to his satisfaction that any article, provision, unwholesome or below standard, such representative of the Licensor shall have authority to forthwith stop and discontinue the services thereof and to order its destruction and also to destroy the same at the cost of the Licensee, without prejudice to the right of the Licensor to levy such fine as it may in its absolute discretion think fit and the Licensee shall, without demur, pay to the Licensor fine so imposed.
- (p) The Licensee shall not bring, store, stock, keep or serve in the said Rest house beef or bacon anything which may injure or hurt religious of any community.
- (q) The Licensee shall not bring, store, stock, keep, or serve any illicit or contraband articles or goods in the said Restaurant or in the vicinity thereof.
- (r) The Licensee shall, at their own cost, make arrangements for furnishing utensils, cutlery, crockery, linen, plants, machinery, equipments, furniture etc., of good standard for the said Rest house.
- (s) In the event of the expiry of termination of this agreement, the Licensee shall either be entitled to remove or take away at their own cost, charges and expenses, all such movables brought by them in the said Rest house. and as are capable of being reasonably removed or taken away without causing any damage whatsoever to the said Rest house or any part thereof.
- (t) The Licensee shall keep the said Rest house open on each and every day between 6.00 hrs. to 23.00hrs. or as permissible by local Authority and any law applicable for the time being in force rules.
- (u) The Licensee should provide service to the guests of the Academy.
- (v) The Licensee shall get the tariff duly approved by the Licensor and they shall serve rooms and provisions and render services only at the reasonable rates as fixed by the Licensor. The rates/tariff so fixed shall be displayed by the Licensee at conspicuous place in the said Rest house. The Licensee shall communicate the yearly sales turnover of the said Rest house to the Licensor by end of April.
- (w) The Licensee shall whitewash walls, gate together with all facilities enjoyed in respect of the said Rest house premises once every year and shall keep in and maintain the furniture whatever, belonging to the Licensor or brought in by Licensee in good condition.

- (x) The Licensee shall be fair in dealing and courteous in behavior with the customers.
- (y) The Licensee shall employ in the said Rest house their own employees to run the said Rest house and they shall be liable to pay the salaries, leave wages, bonus, gratuity, retirement benefits and all other required benefits and legal dues payable to them. The Licensee shall also comply with each and every provisions of law applicable to their employee, including obtaining of licenses under the provisions of Contract Labour (Regulation Abolition) Act, 1970 and rules made there under, payment of minimum rates of wages, subscription to provident fund, benefits under Employees State Insurance Scheme, Workmen's to provident fund, benefits under Employees State Insurance Scheme, Workmen's Compensation Act, and similar labour legislation in force from time to time. The licensor shall in now way be liable to pay any dues or claims payable in this behalf to the said employee nor will those employees have any claim of employment in the Organisation of the Licensor while delivering and having over the said Rest house to the Licensor on expiry of this agreement or on its earlier termination. The licensee shall indemnify and keep indemnified and save harmless the Licensor against all costs, charges and expenses of whatsoever nature which may be incurred by the Licensor in this behalf.
- (aa) The Licensee shall at their own cost provide/replace, all electric bulbs and tubes required for, the use of the electric installation provided in the said Rest house and replace such of the bulbs and tubes as may fail, fuse or be broken and keep electric installation in a clean safe and secure conditions by properly dusting the fan, fitting etc.
- (bb) The Licensee shall at all times keep a complaint and suggestion book at a conspicuous place in the said Rest house premises, wherein the customers may record their complaints and suggestions and the book so kept and maintained shall be open for inspection by the inspecting officers of the Licensor. The extracts of the complaints/suggestion book shall be forwarded by licensee to the P.L. Deshpande Maharashtra Kala Academy every month. The Licensee shall take all necessary remedial follow up steps to avoid recurring of such incidents and inform the Licensor about the steps taken.
- (cc) The Licensee shall abide by and observe, each and every law, rule and regulation of the police, Municipal, Local Bodies and other, Statutory Authorities in respect of running the said Rest house.
- (dd) The Licensee shall not keep or store in the vicinity of the premises of the said Rest house any articles of combustible, inflammable, obnoxious or dangerous nature. If any damage or destruction is caused to the said Rest house or part thereof on account of breach of this condition by the Licensee, they alone shall be responsible for the same and shall fully reimburse the Licensor for the loss suffered by the Licensor on this account.
- (ee) The Licensee shall not do or permit to be done upon the premises of the said Rest house anything which may cause a nuisance or annoyance or in any way interfere with comfort, peace or privacy of the inmates of he properties in the vicinity of the said Rest house.

(ff) That the Licensee is hereby given to the Licensee only. The Licensee shall not directly or indirectly transfer, assign, encumber or part with their/his interest under the benefit of this agreement or any part thereof, in any manner whatsoever.

(gg) In the event of Licensee failing to vacate itself with its belongings and employees from the said Rest house on expiry or termination of this agreement the Licensee shall pay to the Licensor without demure as by way of compensation not being in the nature of penalty, an amount of Rs. 10,000/- per day being the amount of loss estimated by the Licensee that will be suffered by the Licensor for every day of default committed by the Licensee.

7. The Licensor shall have the following right and powers, that is to say-
- a) The right of the Licensor and its officers at all reasonable times to enter upon the premises of the said Rest house to view its state, inspect and all other reasonable purpose. If on inspection it is observed that the Licensee has committed breach of any of the terms, conditions or covenants of the Licensee, the Licensor shall give notice to the Licensee to take such steps as the Licensor may deem fit in order to remedy the breach.
 - b) Power in case the Licensee shall fail to observe any of the terms, conditions or stipulations on their part herein contained or any direction given hereunder, at any time to enter upon and resume possession of the said Rest house and everything thereon and thereupon, this agreement shall automatically cease and terminate without prejudice to all legal right and remedies of the Licensor and thereupon the deposit amount shall stand forfeited. It is also expressly agreed between the Licensor and the Licensee that for taking over and resuming possession of the said Rest house, the Licensor can take over and resume possession of the said Rest house without having to commence any proceeding for the same and the Licensee shall not object to or pursuant thereto. It is further also expressly agreed between the Licensor and the Licensee that the repossession of the said Rest house as aforesaid shall be deemed to be a due surrender of the same by the Licensee in favour of the Licensor.
8. Without prejudice to any other rights and remedies of the Licensor against the Licensee, the Licensor shall be entitled to enforce and realize said Deed of Guarantee at sole discretion of the Licensor for, the sum guaranteed therein at the instance of the Licensee in favour of the Licensor and appropriate the amount, so released in or towards the satisfaction of any sum due under this Agreement and for any claims or demand whatever (whether liquidated or not) which may at any time be made or have been made on behalf of the Licensor for or against the Licensee under this Agreement and the surplus if any will be handed over to the Licensee on their obtaining a fresh Bank Guarantee or against handing over vacant possession of the said Restaurant as the case may be.
9. This agreement is purely a license and does not create any right or interest in the Licensee as a tenant.
10. The Singular shall include plural and plural shall include singular.

11. Any power to be exercised by the Licensor shall be exercised by the Project Director or any authorized officer of the Licensor.
12. In case of failure to pay any amount on due date, the Licensee shall pay interest on the outstanding dues at the rate of 18% p.a. from the date of default till payment subject to clause 6(a)(i)(ii) and clause 8.
13. The Licensee is given to _____, Sole proprietor, No change in the construction of the firm/proprietary concern will be made. It is clearly understood that the License is not assignable.
14. In the event of death of the sole proprietor/working partners of the License, the License hereby given will come to an end.
15. If any incident/accident takes place in the said Rest house, the Licensee shall forthwith report the same to the Project Director, P.L. Deshpande Maharashtra Kala Academy.
16. All notice, consents and approvals to be given or any action to be taken under this Agreement shall be given or taken by the Project Director or any other officer authorized by the Licensor and any notice to be given to the Licensee shall be considered as duly served, if the same shall have been addressed to the Licensee and delivered to, left at or posted to the usual or last known place of residence or business either, in Mumbai or elsewhere of the person served or on the said Rest house or if the same shall have been fixed to any building or erection whether temporary or otherwise upon the said Rest house. Likewise notice meant for Licensor shall be addressed to and delivered or sent by Registered post A.D. to the Licensor's address at P.L. Deshpande Maharashtra Kala Academy, Prabhadevi, Mumbai – 400 025.
17. If any dispute of difference shall arise between the Licensor and the Licensee as to their respective right, duties, obligation under this agreement or touching any other matter or thing connected with this agreement, such dispute or difference shall be determined by the sole arbitration of a person agreed to by both parties and in default of such agreement in accordance with the provision of the Arbitration and Conciliation Act, 1996, any statutory modification or re-enactment thereof for the time being in force. The decision or award given by the Arbitrator shall be final and binding on the parties hereto.
18. Without prejudice to any other right and remedies of the Licensor, any sum or sums due and payable hereunder by the Licensee to the Licensor (Including arrears of compensation) shall be recoverable as arrears of land revenue under the provision of the Maharashtra Land Revenue Code 1966, and any amendments thereof.
19. In case the Licensee desires to quit/terminate/cancel the License during the validity period of 5 years, the Licensee shall pay compensation amount equivalent to the remaining monthly installments to the Licensor. In case of failure to pay such amount, the same shall be recovered from the Bank Guarantee/Deposit.
20. The Licensee shall bear and pay the costs of the preparations and completion of this agreement is duplicate, including stamp duty, payable thereon.
21. The Courts in Mumbai alone shall have jurisdictions to entertain, try and decide any suit or proceeding in respect of any dispute or difference arising out of this Agreement.

22. If the Licensee shall comply with all the terms and hereof hand over the Vacant and peaceful possession of said Rest house, the Licensor shall, after deduction from the deposit any amount that may be payable by the Licensee to the Licensor hereunder, pay the balance amount to the Licensee.
23. P.L. Deshpande Maharashtra Kala Academy shall no be liable in any manner whatsoever for any kinds of complaints/grievances in respect of the quality or quantity of the food items to be supplied by the tenderer upon commencing his contract.
24. The tenderer shall not commit any such acts during his tenure as contractor so as to cause any nuisance to P.L.Academy.
25. During the tenure of the contract P.L. Academy shall not be liable for any accident or mishap occurring in the premises of the tenderer on account of fire, or other reasons.

IN WITNESS WHEREOF the Common Seal of the parties have caused their seals affixed hereto and to the duplicate hereof the common seal of the Licensor is hereunto affixed and Licensee, have set and subscribed their respective hands and seals on the day and year hereinabove written.

Signed, sealed and delivered for and on behalf of
the Lessor P.L. Deshpande Maharashtra Kala Academy,
in presence of

- 1.
- 2.

(Project Director)

The Common Seal of the above named Lessee
M/s. _____

has been hereunto affixed
in presence of

- 1.
- 2.

(In case of Company)

SIGNED AND DELIVERED by in the
in presence of

1. (In case of Proprietor)
- 2.
- 3.
- 4.

FORMAT FOR BANK GUARANTEE

To
P.L. DeshpandeMaharastra Kala Academy,
Sayani Road, Prabhadevi,
Mumbai – 400 025.

Dear Sir/Madam/

Guarantee No. _____
Amount of Guarantee Rs. _____
Duration cover from _____ to _____
Last date of Lodgement of claims _____
(90 days ahead from validation period)

This Deed of Guarantee executed by the (Name and Brach address of the Bank) having its Head Office at (Bank's H. O. address hereinafter referred to as "The Bank") in favour of **P. L. Deshpande Maharashtra Kala Academy** (hereinafter referred to as "the beneficiary) for an amount if not exceeding Rs. _____ (Rupees _____ only) at the request of M/s. _____ (hereinafter referred to as "the Licensee")

This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum of Rs. _____ (Rupees _____ only) and the guarantee shall remain in full force upto _____ and cannot be invoked otherwise than b written demand of claim under this guarantee served on the bank on or before _____ (last date of claim).

In consideration of **P.L. Deshpande Maharashtra Kala Academy**, (hereinafter referred to as the Bank) do hereby undertake to pay to the beneficiary an amount exceeding Rs. _____ (Rupee

s _____ only) against any loss or damage caused to or suffer or would be caused to or suffered by the beneficiary by reasons or any breach by the said Licensee of any of the terms and conditions contained in said Agreement dated _____.

1. We _____ do hereby undertakes to pay the amount due any payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the beneficiary by reason of any breach by the said Licensee of any of the terms and conditions contained in the said Agreement dated _____. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
2. We _____, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till the

beneficiary certified that the terms and conditions of the said Agreements have been fully and properly carried out by the said Licensee and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

3. We _____ further agree with the beneficiary shall have the fullest liberty without our consent and without effecting any manner or obligation hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the Licensee from time to time any of the powers exercisable by the beneficiary against the said Licensee and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said Licensee or for any forbearance, act or commission on the part of the beneficiary or by any indulgence by the beneficiary to the said Licensee such matter or thing whatsoever which under law relating to sureties to sureties would but for this provision have effect or of relieving us.
4. We _____, lastly undertake not to revoke this guarantee during its period except with the previous consent of the beneficiary in writing.
5. Not with standing what has been state above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only), Our guarantee shall remain three (3) months form the date its expiry i.e. on or before the _____ all your right under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter.

Mumbai Dated _____

For (Bank Name)

SEAL

Authorised Signatories

ANNEXURE – 1

P. L. Deshpande Maharashtra Kala Academy

(DETAILS OF PROPERTY)

Sr. No	Description	Total Rooms
1.	Rest House situated at P.L. Deshpande Maharashtra Kala Academy on sixth Floor.	11 Rooms