

**NATIONAL GALLERY OF MODERN ART
Bengaluru**

**TENDER DOCUMENT
FOR**

**OPERATING CAFETERIA ON LEAVE AND
LICENSE BASIS**

**AT NATIONAL GALLERY OF MODERN ART, BENGALURU
MINISTRY OF CULTURE, GOVT. OF INDIA**

NATIONAL GALLERY OF MODERN ART
#49 Manikyavelu Mansion,
Palace Road
Bengaluru -560 052.

**Notice inviting Tender for operating Cafeteria on Leave and License basis at
National Gallery of Modern Art, Bengaluru**

NOTICE INVITING TENDER

Sealed tenders super scribed ‘Tender for operating Cafeteria at National Gallery of Modern Art, Bengaluru on leave and license basis’ are invited from reputed Caterers operators for running the Cafeteria situated inside the National Gallery of Modern Art, at # 49Manikyavelu Mansion, Palace Road, Bengaluru 560 052 premises and for bidding “License fee” payable by the tenderer for the same. The Cafeteria will serve the staff of National Gallery of Modern Art, and visitors including VIPs and foreign tourists to the Gallery. Interested agencies may collect the tender papers and agreement forms from National Gallery of Modern Art, Bengaluru from **7th June, 2016 to 27th June,2016 between 10.00 a.m. to 4.00 p.m. The completed tenders will be received upto 2.00 p.m. on 27th June, 2016 and opened on 28th June, 2016 at 11.00 a.m.** Tenderers may be present.

INSTRUCTIONS FOR FILLING OF THE TENDER

01. The instructions and specifications given herein in the tender document will be strictly binding on the tenderers and deviation, if any, make the tender or tenders liable to be considered invalid. Tender incorporating additional conditions by the tenderer or deleting any existing condition shall not be considered and shall be rejected outright.
02. Tenderers are requested to submit their offers as per the General Terms and conditions, the pro-forma of agreement and a declaration duly signed on all the pages with official seal in token of their acceptance.
03. Tender should always be placed in double sealed covers, superscribing “ Tender for operating Cafeteria at National Gallery of Modern Art, Bengaluru on leave and license basis”, due for opening on **28th June,2016 at 11.00 a.m.**
04. The tenderer shall fill up the offer form in addition to general terms and conditions, pro-forma of agreement and declaration and submit the same along with their offer in sealed envelope duly signed with official seal in all pages as token of their acceptance of the terms and conditions for their offers.
05. Incomplete offer i.e. offer received without prescribed offer form, general terms and conditions, pro-forma of agreement and declaration duly signed with official seal on all pages will be rejected straightaway without any reference to the tenderer.
06. Telegraphic, Fax/E mail tenders and conditional offers shall not be accepted.

07. Tenderers shall submit along with the offer the following documents:
- i) Photo copy of current and valid trade license.
 - ii) Photo copy of **current Registration certificate under Shops and Establishment Act** .
 - iii) Photocopy of the valid Service Tax / VAT Registration Certificate.
 - iv) Photo copy of PAN, Income Tax returns for last 3 years.
 - v) Photo copy of documents in support of their working experience in catering operation.
 - vi) Copy of License for running the cafeteria from the Health Department of Municipal Corporation.
Successful bidder shall produce the originals of the above documents for verification.
08. Insertions, Corrections and Overwriting in the offer form is not permitted and shall be rejected straightaway without any reference
09. Director, National Gallery of Modern Art, # 49 Manikyavelu Mansion, Palace Road, Bengaluru 560 052 who does not bind himself to accept the highest bid and /or lowest tender, reserves the right to accept or reject any or all tenders or partially accept any of them without assigning any reason.

Sd/xxx
Director
NGMA, Bengaluru

**GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER FOR
OPERATING CAFETERIA AT NATIONAL GALERY OF MODERN ART,
BENGALURU ON LEAVE AND LICENSE BASIS**

01. Tenderers shall have at least 5 years of working experience in catering operation.
02. The tenderers shall not be a close relative of any employee of the National Gallery of Modern Art (close relative means –Father, Mother, Brother, Sister, Son, Daughter and Spouse) nor any such close relatives are associated with the tenderers as proprietor/ partner/ share holder / Director and like of the tenderers and furnish a declaration of this effect in writing.
03. Successful tenderers shall be required to enter into an agreement with the Gallery governing the terms and conditions of the license on non-judicial stamp paper of appropriate value as per the pro-forma enclosed.
04. The tender should accompany a Demand Draft of Rs. **10,000/-** (Rupees : Ten thousand only) in favour of ‘Director, NGMA Bengaluru’ drawn on any nationalized Bank towards Earnest Money Deposit and the Earnest Money shall be refunded to unsuccessful tenderers for which no interest shall be payable. However, EMD of successful tenderer shall be adjusted against the security deposit. The Earnest Money Deposit of the successful tenderer shall be fortified if the successful tenderer fails to deposit the offered license fee within the specified time limit.
05. The authority / Licensor reserve the right to enforce the prices of all eatables, soft drinks and beverages like tea, coffee etc.
06. The tenderers shall be responsible for the maintenance of the space along with the equipments, gadgets, fixtures and furniture in perfect condition and should be neat and clean and absolutely hygienic.
07. The facilities already existing in the Cafeteria may be inspected before submission of tender. Kitchen is available at NGMA (B).
08. The successful tenderer shall submit the following documents and payments within 3 (three) days from the date of placement of the work order :
 - i) Duplicate copy of the Work Order duly signed and stamped by the tenderer as a token of acceptance of the contract.
 - ii) Original copy of this Agreement/ Deed of License governing the terms and conditions of the Contract on non-judicial stamp paper of appropriate value as per the pro-forma enclosed.
 - iii) Security Deposit as contained in Clause 23 of the terms and conditions of NIT for due performance of the agreement and for providing services in Cafeteria satisfactorily. Security Deposit shall be 10% of the annual

license fee for the entire period of the contract and the same shall be paid in the form of Bank Draft in favor of 'Director, NGMA Bengaluru'

- iv) Pay entire amount of annual license fee in the form of a Bank Draft in favour of 'Director, NGMA Bengaluru'
09. Before submitting the tender, the tenderer must assess the mandatory commitment, quantum and nature of services involved in providing the cafeteria operation at the Gallery after physical inspection of the premises.
10. The Cafeteria shall be kept open for all working days of the year except declared holidays from 09.30 am to 5.15 p.m. But the cafeteria services should be extended beyond these hours as per requirements during the events/activities and programmes that will be organised beyond the office hours and in public exigencies and in case of touring officials / guests.

**TERMS AND CONDITIONS FOR RENDERING SERVICES FOR
RUNNING CAFETERIA ON LEASE AND LICENSE BASIS IN NATIONAL
GALLERY OF MODERN ART, BENGALURU.**

01. The Director, National Gallery of Modern Art, Bengaluru / Licensor will permit the Licensee to use following area owned and occupied by the National Gallery of Modern Art as Cafeteria more specifically described in the Schedule of the Agreement / Deed of Lease:
 - (i) The space earmarked for Cafeteria in the Ground floor, 203.69 sq. mtrs. (2,193 Sqft).
02. The term 'Licensor' wherever mentioned in the Notice Inviting Tender shall mean the authorities of National Gallery of Modern Art, Bengaluru. The term 'Licensee' wherever mentioned in the N.I.T. shall mean the individual/organization selected for award of this license on leave and license basis.
03. The Licensee shall pay in advance to the NGMA (B) / Licensor a non-refundable license fee of annually for such use and facilities provided for, more fully described in the Schedule of Agreement and also pay for the electricity and water charges as per actual consumption or as decided by the authorities of NGMA Bengaluru. For this purpose, separate energy meter and water meter will be provided by Licensor. However, in the absence of such meters, the licensee will have to pay electricity and water charges at a rate mutually agreed and calculated on the basis of average consumption. The water and electricity that will be supplied to the Licensee from the licensor's source for which the licensor shall take reasonable care to maintain adequate supply but the licensor shall not be liable for any damage or loss which may be caused by any deficiency in water or electric supply and the licensee will not be liable to any remission or compensation for such damage. **The supply of Electricity and Water by the Centre is subject to availability of normal supply from respective services of BESCOM/BWSSB to the Gallery.**
04. The Licensee will not use the said space and facilities provided specifically for the purpose of rendering services for running cafeteria on leave and license basis in NGMA Bengaluru for any purpose other than the purposes specifically agreed upon. The licensee shall not sublet this contract either in part or in whole by any means whatsoever.
05. **The License to operate the cafeteria will be valid initially for a period of one year from the date of commencement of contract subject to satisfactory operation and service as per the agreed terms and conditions.** The license may be renewed with an **increase of 5% of license fee on year to year** basis for a maximum period of two more years, on the same , terms and conditions subject to compliance of the terms and conditions of the agreement by Licensee and providing satisfactory services by the Licensee and at the sole discretion of the Licensor. In case of renewal of license/ contract beyond the initial period of one year, the Licensee shall pay the enhanced annual license fee to the Licensor in advance i.e. before commencement of the extended period of contract. The License to run the Cafeteria is liable to be cancelled at any time if the Licensee fails to abide by the agreed terms and conditions.

06. The Licensor will not provide any refrigerator, cooking gas, hot case or other equipments for use of the Licensee. However, water purifiers/water coolers light fixtures installed in the cafeteria area may be used. **The Licensor will provide Breakfast, lunch, snacks Tea/Coffee or cold drinks, ice-creams, etc.**
07. The establishment of the Licensee shall be separate from the establishment of the Licensor Gallery for all purposes and in all respects and in no case any kind of liability of the Licensee will be borne or shared by the Licensor. The Licensee shall be responsible for indemnifying the Licensor for any such past, present or future liabilities.
08.
 - a. The Licensee shall at their cost install necessary equipment and provide utensils, crockery, and LPG connections for smooth running of the cafeteria. Coal, wood or other smoke generating fuels will not be allowed to be used in the cafeteria.
 - b. The food stuff to be prepared by the Licensee shall be made under good hygienic condition and the standard of hygiene must be strictly maintained. The licensor shall have the full liberty to call absolute tidiness, cleanliness of the maintenance of the equipment, furniture, fixture that may be provided as facilities to the licensee for the service as servers, cooks etc. and to request the licensor to replace or change such person or persons within 48 hours.
09. The Licensee shall keep the Cafeteria area free from insects, mosquito and house-fly. The premises of the Cafeteria shall be inspected by the Licensor periodically and if the premises are found to be unhygienic, unclean, not satisfactory, the contract / license is liable to be cancelled.
10. The Licensee shall not erect or install any temporary structure or fixture inside the Cafeteria premises or outside it without written approval of the Licensor.
11. **The Licensee or any of his/her sales people shall not sell pan, pan-masala, tobacco or any alcoholic drink within the premises of the Gallery.**
12. In respect of all persons engaged for rendering the services directly or indirectly by the Licensee or under the License, the Licensee shall be considered as their employer and the Licensee shall also be considered as principal employer as per Contract Labour Regulation Act. The Licensee shall abide by all and every kind of legislations / Acts / Statutory requirements that all incidental to and concerned with such deployment of persons for the time being for carrying out and rendering the services for preparation, sale and serving for running the cafeteria. The Licensee shall comply with the provisions of various Acts and Statutory requirements such as Contract Labour Act, Minimum Wages Act, Child Labour (Protection) Act, Factory Act, Shops and Establishment Act etc. and any other enactment made in this regard from time to time.
13. The Licensee, for the purpose of fulfilling his obligations may deploy persons as their own employees as servers, salesman etc. who must be medically fit with no contagious diseases, and shall have good character and fit for work in a public cafeteria where high quality service is expected to be provided. For such engagements, the Licensee shall submit the names and credentials of his servants duly certified by the local police to the licensor for approval for the sake of security of the NGMA (B). The Licensor reserve the right for approval or rejection of any such engagements.
14.
 - a. The Licensee shall arrange to obtain various Licenses as required under the Law from various Govt. Departments which shall be renewed from time to time

- by the Licensee. The Licensor shall not be responsible for any legal consequences arising out of the Licensee not complying with the conditions stipulated by the authorities while granting such Licenses.
- b. The licensee shall duly observe at all times the provisions of the employment of Children Act and any other enactment made in this regard from time to time.
15. The Licensee is liable to pay compensation for any damage caused by him or his staff to the properties of the Licensor. The extent of such compensation shall be determined by the Licensor.
 16. The satisfactory and quality service is the essence of this agreement and the successful tenderer/ Licensee shall provide high quality of food stuffs including snacks, tea, coffee etc. at concessional rate to the staff members of NGMA (B) and sell the same to the visitors of the Gallery at a reasonable rate for profit, subject to approval of all such rates by the Licensor, under good hygienic conditions in the terms and conditions herein above mentioned in the Notice Inviting Tender.
 17. The Licensee shall provide food stuffs including snacks services for participants in various programmes organized by the Licensor or in collaboration of the Licensor at a rate to be fixed in advance with the approval of the Licensor. However, for programmes other than mentioned above, the Licensee shall have the freedom to charge rates as found suitable by him with the prior approval of the Licensor.
 18. The rates for sale of the food stuffs, snacks & other eatables in the Cafeteria will be decided by the Licensee after obtaining approval from the authorities of the Gallery before they are put up for sale. The approved rates shall be exhibited near the sale counter in English, Hindi and in local language. Once fixed and approved by the authorities the rates of the foodstuff will **not be allowed to be enhanced within the next one year**. Packed snacks items, soft drinks and ice creams etc. shall be sold by the Licensee at MRP.
 19. The Licensee including all persons deployed or engaged by the Licensee in any matter shall abide by the security norms and discipline of the Gallery. The Licensee and all such persons and his staff shall not reside inside the campus except in special cases emerging out of exigency, subject to prior permission from the Licensor.
 20. The successful tender / Licensee shall have to execute an Agreement / Deed of License (proforma for which is enclosed) within **three days** from the date of the work order and pay to the Licensor full amount of the offered annual license fee within **three days** from the date of such order.
 21. The charges for electricity, water and supporting facilities shall be paid by the Licensee to the Licensor or monthly basis as per actual consumption or as agreed mutually starting from one month after the execution of this agreement. Failure in payment of such charges within the 10th of every month will result in imposition of interest @ 1% of the bill value per week.
 22.
 - a. The Licensee shall provide necessary decent liveries / uniforms and Identity Cards to the Cafeteria servants and they shall wear the same within the premises of the Gallery while on duty.
 - b. The employee of the licensee shall affix their signatures in a separate Attendance Register to be provided by the Licensee, which will be kept at the

- Security Gate, while entering the NGMA campus and also while going out of the Campus.
23. The Licensee shall have to deposit to the Licensor an additional sum equivalent to 10% of the annual license fee for the entire period of contract as security deposit for the due and complete performance of the provision of the terms, conditions and agreement and for providing satisfactory service in Cafeteria. The deposit shall be made in bank draft in favor of 'DIRECTOR, , NGMA Bengaluru,' payable at Bangalore and no interest will be paid on the deposit for the period the Licensor retains it. The security deposit shall be refunded to the Licensee on successful completion of the period of the leave and license agreement, after deducting cost of damages and adjustment of any other dues.
 24. The Leave & License arrangement does not confer on the Licensee possession of the premises as indicated under clauses 1 of this NIT
 25. The Licenses shall not be entitled to claim possession over the area mentioned in the schedule of the Agreement of Leave and License and the possession thereof shall exclusively vest with the Licensor. The Licensee shall be entitled to run the cafeteria in the specified area adhering to the working hours of the Gallery. Security instructions given from time to time and without any right to remain therein once Gallery is closed and is given to security. The Licensee undertakes that he / she shall not claim any tenancy right / lease hold right over the areas given under leave and license agreement and shall not do or cause to be done any act or omission to remain in unauthorized occupation once the currency of this leave and license agreement expires either by efflux of time or termination as per the terms and conditions stipulated in this agreement of leave and licenses.
 26. Provided nevertheless that this agreement may be terminated by either party giving to the other **not less than 3 calendar month's notice** in writing in that behalf without assigning any reason thereof for which no damage or compensation shall be claimed by either party.
 27. The licensee shall comply with all and every requirements of the various statutory authorities for providing services for running the cafeteria.
 28. If the Licensee makes default in payment of license fee mentioned in Clause No. 20 he is liable to pay to the licensor interest @18% compounding monthly from the date of default to that of actual payment.
 29. In the event of violation of any of the terms and conditions of the Leave and License Agreement on the part of the Licensee, the Licensor may, at his discretion, determine the agreement at any time by giving 15 days notice and for such determination of agreement; the Licensee will not be entitled to any remission, compensation or damage.
 30. The Licensee, for any display in the nature of sign boards, display of rate list and like, shall commensurate with overall display of the Gallery and only on specific approval in writing by the Licensor. The specific spaces of the Gallery where such display shall be made also require specific written permission of the Licensor.

31. **The venue and time at which Tea/Coffee/Lunch etc. shall be served every day to the staff members of the Museum and also to the contractual personnel shall be fixed by the Licensor and the Licensee shall serve such items as decided by the Licensor scrupulously. Usually the timing of operation of the cafeteria will be as per clause 10 every day, except on Mondays and National Holidays in addition to any other holiday as declared by the licensor, when the museum will remain closed totally. The Licensee shall have to maintain the working hours meticulously and shall also inform the staff deployed by them to maintain punctuality. In case of exigency, the working hours may be extended or curtailed by the Director, NGMA Bengaluru.**

Key Points :

30. Absolute clean and hygienic ambience to be maintained in the cafeteria premises
31. The persons engaged by the Licensee for preparation and service of food stuffs in the Cafeteria must be in clean uniform for service.
32. The quality and quantities of food items must be maintained throughout the contract tenure.

**TENDER FOR OPERATING CAFETERIA AT NATIONAL GALLERY OF
MODERN ART, BENGALURU**

OFFER FORM

(To be submitted on the Letter Head of the Tenderer)

I / We have read, understood and accepted all the terms and conditions applicable for Operating Cafeteria at National Gallery of Modern Art, Bengaluru as laid down by NGMA , Bengaluru under Ministry of Culture, Govt. of India, in the relevant tender document.

I/ We hereby offer to pay to National Gallery of Modern Art, Bengaluru a non-refundable license fee of Rs.....(Rupees -----
.....) per year for Operating Cafeteria at National Gallery of Modern Art, Bengaluru as per the terms and conditions laid down in the N.I.T. and agreement made for this purpose.

I/ We also agree to pay electricity and water charges fixed by the authorities of NGMA, Bengaluru as per the said agreement and also pay an additional Security Deposit of Rs.....(Rupees.....) i.e. 10% of the annual license fee for the entire period of contract to the NGMA, Bengaluru against due and complete performance of the provision of the terms and conditions laid down in the agreement.

My / Our business particulars are as follows :

- i) Name (s) of the Tenderer : _____
- ii) Name(s) of the Proprietor : _____
Partner (s)
- iii) Permanent Address : _____
- iv) Police Station : _____
- v) Telephone Nos. :Office _____ Residential _____
:Mobile _____ Email: _____
- vi) Name of Address
Of our Bankers : _____

I / We hereby confirm that all the information stated above true.

Date : _____ Signature of the Tenderer/ Constituted Attorney
Place : _____ with Office Seal

NATIONAL GALLERY OF MODERN ART,
 # 49, Manikya Velu Mansion,
 Palace Road,
 Bengaluru 560 052.

Details of visitors in last three years.

Financial year	Adults	Children (Students)	Foreigners	Total visitors
April.2013 to March 2014	14246	2778	1544	18568
April 2014 to March 2015	18391	2545	2130	23066
April 2015 to March 2016	17694	2390	2000	22084

Details of visitors to Auditorium Workshop & Library in last three years.

Financial year	Adults	Workshop	Library	Total visitors
April.2013 to March 2014	7948			7948
April 2014 to March 2015	8392			8392
April 2015 to March 2016	8314	570	1304	10188

**TENDER FOR OPERATING CAFETERIA AT
NATIONAL GALLERY OF MODERN ART, BENGALURU.**

DECLARATION

Date :.....

This is to certify that I / We have no close relative as an employee of the National Gallery of Modern Art, Bengaluru (close relative means : Father, Mother, Brother, Sister, Daughter and Spouse) nor any such close relatives are associated with us Proprietor / Partner / Share Holder / Director and like.

I / We not put any additional condition in the tender and / or deleted any existing Condition.

We shall abide by all the terms and conditions of the contract as mentioned in the Notice Inviting Tender.

Signature of the Tenderer(s)

Official Seal with date :

Address : _____

**NATIONAL GALLERY OF MODERN ART
49 Manikyavelu Mansion,
Palace Road,
BENGALURU-560 052.**

**TENDER FOR OPERATING CAFETERIA AT
NATIONAL GALLERY OF MODERN ART, BENGALURU**

PROFORMA FOR AGREEMENT

This Agreement / Deed of License is made on day of
Between National Gallery of Modern Art, Bengaluru (hereinafter called “the Licensors” which term shall include his heirs, representatives, successors and assigns) ON ONEPART AND M/s.
having its office at
.....(hereinafter called “the Licensee” which term shall include his/their heirs, representatives, successor and assigns) ON THE OTHER PART.

AND WHEREAS the Licensee has offered and applied for grant of license for running the Cafeteria of the Licensors and to do the acts and things specified in the **First Schedule** hereto over the space for which the Licensors is the owner and occupier as described in the **Second Schedule** as per the terms and conditions set out in the Notice Inviting Tender as well as the conditions agreed to hereinafter in this Agreement / Deed of License.

AND WHEREAS the Licensors hereby licenses and authorizes the Licensee during short and specific tenure of continuance of this license to run the cafeteria on the specified space provided for on the specific terms and conditions stated hereinafter this Agreement /Deed of License.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In consideration of the payments to be made by the licensee to the licensors subject to all the terms and conditions specifically stated in the terms and conditions of Notice Inviting Tender which both the parties agreed to as the agreed terms and conditions forming a part of this Agreement / Deed of License.

1. The License to operate the cafeteria will be valid initially for **a period of one year** from the date of commencement of contract subject to satisfactory operation and service as per the terms and conditions. **The license may be renewed with an increase of 5% of license fee on year to year basis for a maximum period of three years on the enhanced rate of License Fee, and** terms and conditions subject to compliance of the terms and conditions of the agreement by Licensee

- and providing satisfactory services by the Licensee and at the sole discretion of the Licensor. In case of renewal of license / contract beyond the initial period of one year, the Licensee shall pay the enhanced annual license fee to the Licensor in advance i.e. before commencement of the extended period of contract. The license to run the Cafeteria is liable to be cancelled at any time if the Licensee fails to abide by the agreed terms and conditions.
2. The Licensee shall have to deposit to the licensor an additional sum equivalent to **10% of the annual license fee** for the entire period of contract as security deposit for the due and complete performance of the provision of the terms, conditions and agreement and for providing satisfactory services in Cafeteria. This deposit shall be made in bank draft in favour of 'DIRECTOR, NGMA BENGALURU' and no interest will be paid on the deposit for the period the Licensor retains it. The security deposit shall be refunded to the Licensee on successful completion of the period of the leave and license agreement, after deducting cost of damages and adjustment of any other dues.
 3. The licensee shall pay to the licensor such sum as shall become payable at the time and in the manner specified in the said terms and conditions.
 4. The satisfactory & quality service is the essence of this agreement and the successful tenderer / Licensee shall provide high quality service of preparation of food stuffs snacks, tea, coffee etc. at concessional rate to the staff members of National Gallery of Modern Art, Bengaluru and to sell the same to the visitors of the NGMA-B at a reasonable rate for profit, subject to approval of all such rates by the Licensor, under good hygienic conditions as detailed in the terms and conditions hereinabove mentioned in the Notice Inviting Tender.
 5. That the licensee has to bear the electricity and water charges over and above the payment of license fees specifically mentioned in the said terms and conditions.
 6. The licensee hereby agrees to obtain all licenses / permission from the appropriate authorities, which he is required by law to obtain and at all times subjected to observance of the terms and conditions of such license / permission.
 7. The licensee shall for the purpose of fulfilling his obligation under this covenant deploy only male servants who will be of good character, medically and physically fit, well behaved and skillful in their performance apart from all other terms and conditions specifically agreed to.
 8. The licensee hereby agrees to indemnify the licensor from and against all actions, claims and penalties which may be suffered by the licensor on the part of licensee, his servants and agents on any count whatsoever in any manner.
 9. In the event of violation of any of the terms and conditions of the Leave and License Agreement on the part of Licensee, the Licensor may, at his discretion, determine and agreement at any time by giving 15 days notice and for such determination of agreement, the licensee will not be entitled to any remission, compensation or damage.
 10. The Leave and License arrangement does not confer on the Licensee possession of the premises as indicated under clause 1 of the NIT.

11. The licensee shall not be entitled to claim possession over the area mentioned in the schedule of the Agreement of Leave and License and the possession thereof shall exclusively vest with the Licensor. The licensee shall be entitled to run the cafeteria in the specified area adhering to the working hours of the Museum, security instructions given from time to time and without any right to remain therein once the Museum is closed and is given to the security. The licensee undertakes that he/she shall not claim any tenancy right/lease hold right over the areas given under leave and license agreement and shall not do or cause to be done any act or omission to remain in unauthorized occupation once the currency of this leave and license agreement expires either by efflux of time or termination as per the terms and conditions stipulated in this agreement of leave and license.
12. This agreement comprises of the services and all subsidiary duties and services connected therewith for rendering the services for running the cafeteria even though the same may not be very specifically mentioned in the said terms and conditions.

13. **ARBITRATION**

In the event of any dispute(s) arising from this Agreement, or in connection with it, shall be settled by direct and friendly negotiations between the Parties (Licensor and Licensee). In case the disputes are not settled by mutual negotiations, the matter will be referred to the Arbitrator who will be appointed by Secretary, Ministry of Culture on the recommendation of Secretary, Department of Legal Affairs (Law Secretary), Government of India with its venue in Bangalore and the Indian Law shall be applicable including the Arbitration and Conciliation Act 1996 of India whose decision shall be binding upon both the parties.

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

The following document shall be the part of this agreement.

- a) Detailed terms and conditions of NGMA and the letter of intent.
- b) The list of rates of foods stuff, snacks, tea, coffee etc. to be prepared and sold by licensee in Cafeteria to staff members of National Gallery of Modern Art, Bengaluru and visitors.

FIRST SCHEDULE

- a) To prepare, sell and serve foods stuff such as Breakfast, lunch, snacks, tea, coffee etc. for providing the service of Cafeteria to the staff members of NGMA, Bengaluru at concessional rate and to sell the same to the visitors of the Gallery at reasonable rate for profit under good hygienic conditions subject to detailed terms and conditions mentioned in this Agreement / Deed of License.
- b) To engage and deploy such number of persons / agents for the smooth and uninterrupted service as in (a) for which Licensor shall not be liable in any

manner for their deployment. In respect of all persons so engaged directly or indirectly, the Licensee shall be considered as their employer and the Licensee shall be considered as “Principal Employer” for the purpose. The licensee shall pay not less than “fair wage” and shall abide by all kinds of Legislations, Acts, and statutory requirements that are incidental to the concerned with such deployment of persons for the time being for carrying out the services as in (a).

- c) All the above mentioned conditions in (a) and (b) are subject to detailed terms and conditions mentioned and agreed to by and between the parties.

SCHEDULE

- a) The space earmarked for Cafeteria in the ground floor of the Building:
Ground floor behind Art Shop.
- (b) The Menu and tariff to be agreed upon by the Licensor &
Licensee
- (c) The Offer Form dated
- (d) Work Order No.

IN WITNESS WHEREOF the parties hereto have set their respective hands the day and the year herein mentioned.

Signed for and or behalf of
the Licensor

Signed by the Licensee

Curator & H.o.O.
National Gallery of Modern Art
Manikya velu Mansion,
49, Palace Road,
Bangalore 560 056.

In the presence of

In the presence of

1)

1)

2)

2)

