

## निविदा सूचना

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**TENDER NO. :**

**DATE : . .2015**

जिला सागर स्थित सागर झील में कूज संचालन एवं साहसिक खेल गतिविधियों हेतु तीन वर्षों की अवधि के लिए लाइसेंस पर दिये जाने हेतु कार्यालय कलेक्ट्रेट सागर द्वारा निविदा आमंत्रित की जाती है। निविदा के प्रकाशन दिनांक से 20 दिवस की तिथि के अंदर निविदाएं कार्यालय नगर दण्डाधिकारी में प्रस्तुत की जा सकेंगी। निविदा का प्रारूप एवं समस्त जानकारी [www.sagar.nic.in](http://www.sagar.nic.in) पर उपलब्ध है। निविदा के संबंध में किसी भी प्रकार की जानकारी हेतु दूरभाष नंबर 07582-224578 पर संपर्क कर सकते हैं।

**(कलेक्टर सागर द्वारा आदेशित)**

### विवरण

सागर झील का विस्तृत विवरण अनुसूची-1 में दिया गया है।

### निविदा की वैधता

निविदा की वैधता निविदा खोलने की तारीख से 30 दिन रहेगी।

### निविदा की समय सारणी –

निविदा जारी करने की तिथि	/	/2015
निविदा प्राप्त होने की अंतिम तिथि व समय	/	/2015 अपरान्ह 3.00 बजे
निविदा खोलने की तिथि व समय	/	/2015 अपरान्ह 3.30 बजे

“कार्यालय नगर दण्डाधिकारी,  
कलेक्ट्रेट परिसर सागर”

### अर्नेस्ट मनी डिपोजिट

सागर झील में कूज संचालन के लिये ई.एम.डी. की राशि रुपये 10,000/- (दस हजार) का डिमांड ड्राफ्ट अध्यक्ष, सागर पर्यटन विकास परिषद के नाम तैयार किया जावेगा। ई.एम.डी. को तकनीकी निविदा के लिफाफे में रखा जावेगा।

### परफारमेंस सिक्यूरिटी

जिस संस्था की निविदा स्वीकार होगी उस संस्था की अर्नेस्ट मनी परफारमेंस सिक्यूरिटी के रूप में सागर पर्यटन विकास परिषद के पास रहेगी।

### दो चरण निविदा

1. प्रत्येक बिड में "तकनीकी निविदा" एवं "वित्तीय निविदा" दी जावेगी।
2. तकनीकी रूप से योग्य निविदाकर्ता की ही वित्तीय निविदा खोली जावेगी।
3. प्रत्येक स्थान की तकनीकी निविदा व वित्तीय निविदा अलग-अलग लिफाफे में रखकर एक तृतीय लिफाफे में रखी जावेगी व उस पर जगह का नाम लिखा जावेगा व उसे सागर पर्यटन विकास परिषद के "कार्यालय नगरदण्डाधिकारी कलेक्ट्रेट परिसर सागर" मे दिनांक \_\_/\_\_/2015 अपरान्ह 3.00 बजे तक टेंडर बाक्स में डाला जा सकता है।
4. "तकनीकी निविदा" का प्रारूप अनुसूची-2 एवं "वित्तीय निविदा" का प्रारूप अनुसूची-3 में दिया गया है।

### पात्रता

1. जो भी संस्था लाइसेंस के लिये आवेदन दे उसे साहसिक गतिविधियां करने का कम से कम पांच वर्ष का अनुभव हो एवं इसका प्रमाण पत्र बिड के साथ प्रस्तुत किया जाये।
2. निविदाकर्ता का विगत 3 वर्षों का औसत टर्नओवर रुपये 5 लाख होना चाहिये।

### **सागर झील मे कूज संचालन को लाइसेंस पर प्रदाय करने की शर्तें –**

#### **1- विशेष शर्तें**

1. सागर झील जिसका विस्तृत विवरण अनुसूची-1 में दिया गया है, को तीन वर्ष की अवधि के लिए लाइसेंस पर दिये जाने हेतु सागर पर्यटन विकास परिषद द्वारा निविदा आमंत्रित की जाती है।
2. निम्न पर्यटन गतिविधियां संचालित की जायेंगी—
  1. कूज संचालन
  2. जलक्रीड़ा गतिविधियां
  3. साहसिक गतिविधियां जो कि सामान्य रूप से की जाती है।
 उपरोक्त गतिविधियों के अलावा अन्य गतिविधि के लिये सागर पर्यटन विकास परिषद् की स्वीकृति अनिवार्य होगी।
3. साहसिक पर्यटन गतिविधियों के दौरान किसी भी प्रकार की शारीरिक चोट/दुर्घटना एवं जनहॉनि आदि का पूर्ण दायित्व संस्था का होगा।
4. समस्त गतिविधियों का दुर्घटना बीमा निविदाकार को करवाना होगा।

5. निविदाकार खेल गातिविधियों के दौरान सभी प्रकार की सुरक्षा सुनिश्चित करेंगे एवं सभी खेल कुशल एवं निपुण प्रशिक्षकों के द्वारा ही संपन्न कराया जावे।
6. हॉट एयर बैलून,पेरा सेलिंग तथा अन्य की शासकीय अनुमति तथा अन्य औपचारिकताओं के लिए कार्य पूर्ण करने की जिम्मेदारी निविदाकार की होगी द्य पेरा सेलिंग,भारतीय वायुसेना से मान्य प्रशिक्षको के द्वारा कराया जावे । पेरामोटर हेतु नगर विमानन सुनिश्चित करेगे।
7. प्रति साहसिक खेलवार शुल्क का निर्धारण .....टी.पी.सी.करेगा।
8. निविदाकार को साहसिक खेल आयोजित करने वाले वेंडर को समस्त भुगतान करना होगा।
9. आयोजन स्थल पर सीधे आये प्रतिभागियों की व्यवस्था की जावे यह ज्ञान रहे कि प्रतिभागियो को लम्बा इंतजार न करना पड़े।
10. साहसिक गातिविधियों का समय प्रतिदिन प्रातः 10:00 बजे से सांय 5:00 बजे तक रहेगा।
11. आयोजन स्थल पर सीधे बुकिंग की राशि सागर TPC को ही जमा होगी। इस हेतु सागर TPC की ओर से अधिकृत दल बुकिंग स्थल पर रहेगा एवं राशि एकत्रित करेगा।
12. स्वीकृति निविदा दाता किसी भी स्थिति में प्रतियोगियों से राशि प्राप्त नही करेगें।
13. दोनो स्थानों पर फस्ट-एड-बाक्स तथा चिकित्सा सुविधा आदि की व्यवस्था संस्था द्वारा की जायेगी।
14. दोनो स्थानों की साफ सफाई तथा इस्तेमाल की जाने वाली बिजली के देयक के भुगतान की जिम्मेदारी संस्था की होगी। बिजली के लिये सबमीटर लगाया जायेगा।
15. यदि किसी और सुविधा की आवश्यकता पड़ती है तो सागर पर्यटन विकास परिषद की अनुशंसा के अनुसार विचार किया जायेगा।
16. स्थल पर संस्था द्वारा नगर निगम के सभी नियमों तथा अन्य लागू सभी नियमों/कानूनों का पालन किया जायेगा।
17. स्थल पर संस्था को कैंपिंग संबंधी कार्यालय को चलाने की पात्रता होगी।

18. संस्था को उक्त जगह पर सिर्फ बिन्दु क्रमांक "2" में दी गई गतिविधियों को संचालित करने का अधिकार होगा । भूमि पर संस्था का किसी प्रकार का स्वामित्व नहीं होगा ।
19. उपरोक्त दोनों स्थानों पर किसी भी प्रकार की असामाजिक गतिविधियां होने पर या उपरोक्त वर्णित किसी भी शर्त के पालन न होने पर सागर पर्यटन विकास परिषद को अनुबंध तुरन्त निरस्त करने का अधिकार होगा ।
20. सामान्य स्थिति में अनुबंध निरस्त करने के लिये दोनों पक्षकारों को एक माह का नोटिस देना अनिवार्य होगा ।
21. संस्था द्वारा की जा रही व्यवसायिक गतिविधियों पर लागू सभी करों के भुगतान एवं अन्य आवश्यक कार्यवाही का उत्तरदायित्व संस्था का होगा ।
22. पर्यटन विकास परिषद् को किसी भी प्रकार की संपत्ति तथा बिल्डिंग आदि में परिवर्तन करने की स्वतंत्रता नहीं रहेगी तथा किसी भी जगह पर संपत्ति पर किसी भी प्रकार के निर्माण की स्वतंत्रता नहीं होगी । स्थल पर पर किसी भी प्रकार का निर्माण कार्य सागर पर्यटन विकास परिषद द्वारा ही किया जायेगा । यदि संस्था द्वारा किसी भी प्रकार के निर्माण हेतु या सुविधा बढ़ाने की आवश्यकता महसूस की जाती है तो वह सागर पर्यटन विकास परिषद को इसके लिये लिखित में आवेदन करेगा तथा इसके लिये अध्यक्ष सागर, सागर पर्यटन विकास परिषद के द्वारा आवेदन पर विचार किया जावेगा ।
23. स्थल पर कोई भी मादक द्रव्य, शराब एवं सिगरेट पूरी तरह प्रतिबंधित है ।

2-

### सामान्य शर्तें

#### (अ) निविदा-

1. टेंडर में किसी भी प्रकार की जानकारी के लिये सचिव सागर पर्यटन विकास परिषद, से संपर्क किया जा सकता है ।
2. बिडर स्थान का भौतिक परीक्षण स्वयं कर सकता है ।
3. सभी स्थितियां सामान्य होने पर सबसे अधिकतम लाईसेंस फीस आफर करने वाले को लाईसेंस पर देने हेतु अनुशंसा की जायेगी ।
4. सागर पर्यटन विकास परिषद के द्वारा उच्चतम या किसी भी बिड को स्वीकार करने की कोई बाध्यता नहीं होगी एवं किसी भी बिड को बिना कोई कारण बतावे अस्वीकार किया जा सकता है ।

5. इस टेंडर संबंधी किसी भी विवाद की वैद्यता की स्थिती मे कलेक्टर एवं अध्यक्ष STPC का निर्णय अंतिम एवं स्वमान्य होगा ।
6. सफल निविदाकर्ता के साथ 3दिवस मे 100रु के स्टाम्प पर अनुबंध निष्पादित किया जायेगा ।

### **(ब) लाईसेंस फीस**

1. वार्षिक लाईसेंस फीस का भुगतान अग्रिम में प्रत्येक वित्त वर्ष प्रारंभ होने के 15 दिवस के अंदर किया जावेगा ।
2. प्रथम वर्ष की लाईसेंस फीस चालू वित्तीय वर्ष की शेष अवधि के लिये दी जावेगी । आगामी वर्षों की लाईसेंस फीस वित्तीय वर्ष से प्रारंभ होकर वित्तीय वर्ष पर समाप्त होगी ।
3. लाईसेंस फीस के साथ प्रचलित सर्विस टैक्स का भुगतान भी संस्था द्वारा किया जावेगा ।
4. वार्षिक लाईसेंस फीस का भुगतान 15 दिवस में न करने पर 15 प्रतिशत वार्षिक दर से ब्याज का भुगतान करना पड़ेगा ।
5. अधिकतम 30 दिवस में लाईसेंस फीस का भुगतान न करने पर लाईसेंस समाप्त हो जावेगा ।
6. लाईसेंस फीस में प्रतिवर्ष 10 प्रतिशत प्रतिवर्ष चक्रवर्ती दर से वृद्धि की जावेगी ।

### **अयोग्य निविदा**

पर्यटन परिषद को अधिकार होगा कि किसी भी प्रकार की विपरित या निगम के अहित में होने वाली सूचना मिलने पर किसी भी निविदाकर्ता की निविदा को रद्द किया जा सकता है, भले ही वह निविदा पूर्व में स्वीकार कर ली गई हो। इसके लिए किसी भी प्रकार का कारण नहीं दिया जा सकता ।

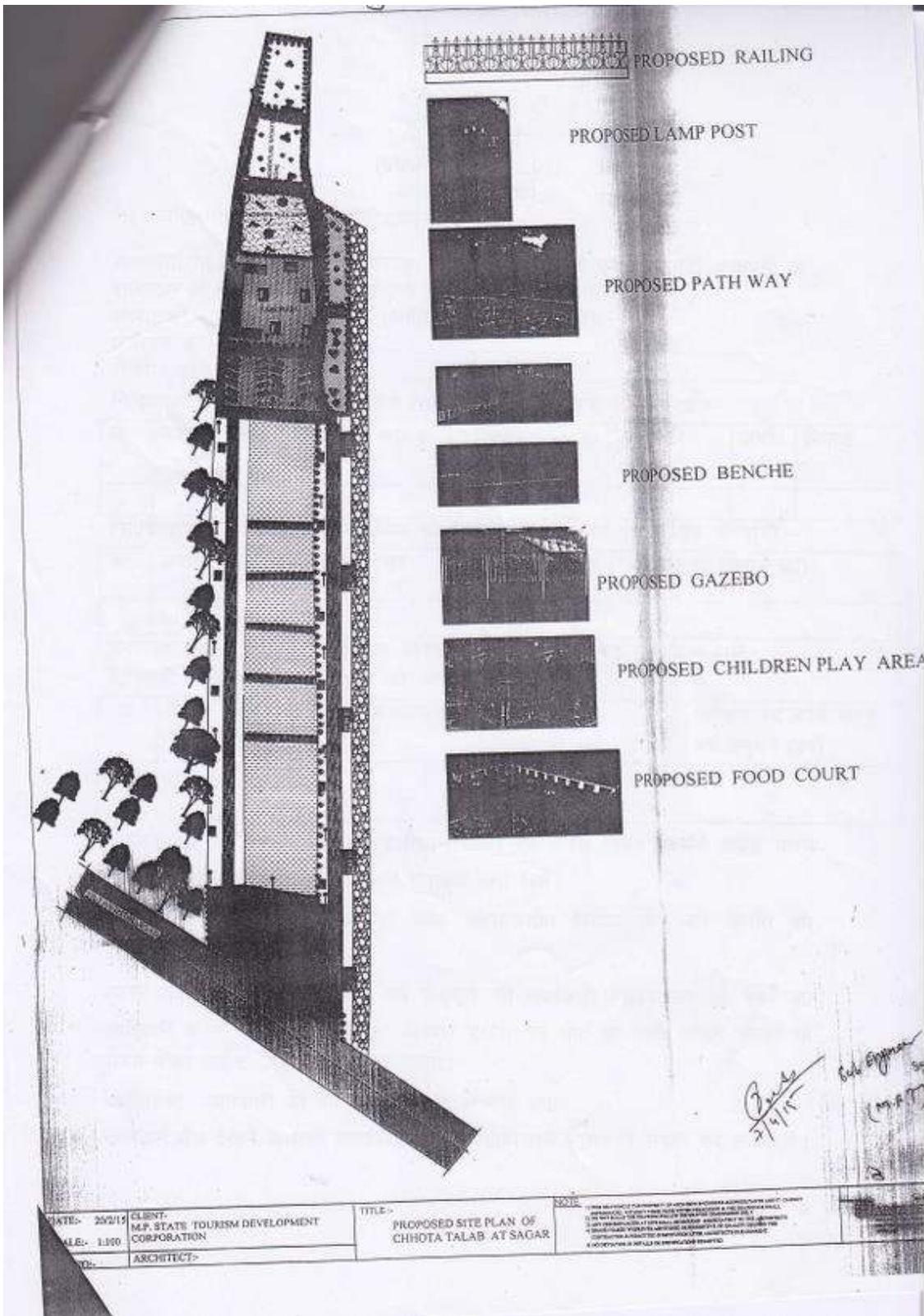
**अध्यक्ष**  
**सागर पर्यटन विकास परिषद**

अनुसूची - 1



<p>DATE: 16/11/2023          TIME: 11:00 AM          SCALE: 1:100          DRAWING NO: 27/1/23</p>		<p>TITLE -          PROPOSED SITE PLAN OF CHIHOTA TALAB AT SAGAR</p>
<p>DATE: 16/11/2023          TIME: 11:00 AM          SCALE: 1:100          DRAWING NO: 27/1/23</p>		<p>PROJECT -          PROPOSED SITE PLAN OF CHIHOTA TALAB AT SAGAR</p>

*[Handwritten Signature]*  
 27/1/23



PROPOSED RAILING

PROPOSED LAMP POST

PROPOSED PATH WAY

PROPOSED BENCHE

PROPOSED GAZEBO

PROPOSED CHILDREN PLAY AREA

PROPOSED FOOD COURT

DATE- 25/2/15	CLIENT- M.P. STATE TOURISM DEVELOPMENT CORPORATION	TITLE- PROPOSED SITE PLAN OF CHHOTA TALAB AT SAGAR	NOTE- 1. THIS SITE PLAN IS FOR INFORMATION PURPOSES ONLY. 2. THE CLIENT SHALL BE RESPONSIBLE FOR THE IMPLEMENTATION OF THE PROJECT. 3. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. 4. ANY CHANGES TO THE PROJECT SHALL BE APPROVED BY THE CLIENT.
SCALE- 1:100	ARCHITECT-		

*Handwritten signature and date:*  
27/4/15  
Sd/- Engineer

## अनुसूची-2

(प्रपत्र क्रमांक .....01)

तकनीकी प्रस्ताव

(1) व्यक्तिगत या संस्थागत निविदाकार हेतु :-

संस्थागत या व्यक्तिगत निविदाकार का भारत के किसी फर्म एवं सोसायटी / कंपनी के रजिस्ट्रार से पंजीकृत होने का मान्यता पत्र (पत्र की छायाप्रति)।

संस्था की कानूनी एवं संवैधानिक स्थिति (पत्र की छायाप्रति):-

पंजीयन का स्थान .....

संस्था का कार्यक्षेत्र .....

निविदाकार द्वारा पिछले वर्षों में किये गये इस प्रकार के कार्यों का अनुभव :-

क्रं	कार्य का नाम	विभाग / संस्था का नाम	कार्यालय क्रमांक / दिनांक	कार्य की लागत	अवधि	रिमार्क

निविदाकार के पास उपलब्ध साहसिक खेलों के उपकरण (स्वयं एवं किराये की सूची:-

क्रं	उपकरण का नाम	मेक	वर्ष	संख्या	रिमार्क (स्वयं का या किराये का)

उपरोक्त कार्य हेतु निविदाकर्ता द्वारा प्रशासनिक एवं संचालन हेतु रखे जाने वाले व्यक्तियों का शैक्षणिक एवं अनुभव की जानकारी

क्रं,	पद	नाम	शैक्षणिक योग्यता	वेतन (लाख में)	वर्तमान पद कार्य करने का अनुभव (वर्ष)

-निविदाकार के बैंको के नाम,पता,टेलीफोन नम्बर एवं फैक्स नम्बर जिससे संपर्क करने पर निविदाकार के संबंध में जानकारी उपलब्ध करा सके।

-निविदाकार का किसी संस्था के साथ न्यायालयीन विवाद होने की स्थिति की जानकारी।

-उक्त कार्य को करने की मैथड़ एवं शेड्यूल की जानकारी निविदाकार को कार्य का आयोजन करने के संबंध में विस्तृत विवरण ड्राईंग एवं चार्ट के साथ ऑफर डालने के समय पॉवर पाईन्ट प्रजेंटेशन भी देना होगा।

-अतिरिक्त जानकारी जो निविदाकार पृथक से देना चाहे।

कार्यक्रम क्षेत्र देखने के लिये कार्यालय नगर दण्डाधिकारी सागर से संपर्क कर सकते हैं।

(अनुसूची 3)  
(प्रपत्र क्रमांक .....01)

वित्तीय प्रस्ताव

(सागर झील में कूज संचालन एवं साहसिक खेल गतिविधियों हेतु वित्तीय प्रस्ताव)

निविदाकर्ता / संस्था का नाम .....  
प्रति,

सचिव  
सागर पर्यटन विकास परिषद  
सागर (म,प्र)

विषय :- कूज संचालन एवं साहसिक खेल गतिविधियों की व्यवस्था हेतु।

महोदय,

उपरोक्त विषय में लेख है,कि .....स्थित .....झील साईट क्षेत्र में कूज संचालन एवं साहसिक खेल गतिविधियों के आयोजन की व्यवस्था हेतु राशि रु. .... (शब्दों में )रु .....का मोहरबंद प्रस्ताव प्रस्तुत है जिसका विवरण संलग्न है।

हमारे द्वारा मोहरबंद प्रस्ताव के साथ संलग्न शर्तों का पूरी तरह अध्ययन कर लिया गया है एवं संलग्न प्रपत्र तथा प्रस्ताव आमंत्रण की सूचना में दी गई सभी शर्तें हमें मान्य है।

हमारे द्वारा निविदा प्रपत्र के मूल्य की राशि रु..... /की राशि नगद / डी.डी. क्रमांक..... / रसीद क्रमांक.....के द्वारा एवं निर्धारित रूपये 10,000 /की धरोहर राशि बैंक .....में डी.डी. क्रमांक ..... दिनांक .....के रूप में तकनीकी प्रस्ताव के साथ जमा कर दी गयी है।

निविदाकर्ता का नाम:- .....

निविदाकर्ता का पता:- .....

निविदाकर्ता का मो.नं .....  
.....

हस्ताक्षर

(निविदाकर्ता)

## DECLARATION

1. I / We have read the instructions appended to the Proforma and I/We understand that if any false information is detected at a later date, any contract made between ourselves and Sagar Tourism Promotion Council (STPC) on the basis of the information given by me/us can be treated as invalid by the STPC and I / We will be solely responsible for the consequences.
2. I/We agree that the decision of STPC of Sagar in selection of contractors will be final and binding to me/us.
3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
4. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and/or in the accompanying sheets.

Date : .....

Place: .....

SIGNATURE

Name & Designation  
& Seal of the Company

## LICENCE AGREEMENT

**This Agreement of License is executed at Sagar (M.P.) on ..... day of ---- 2015** (along with all Articles contained therein, various Clauses, and all attached **Annexure**, Schedules, hereinafter referred to as **“License Agreement”**).

### BETWEEN

**M/s Sagar Tourism Promotion Council [STPC], a council registered under the \_\_\_\_\_ and Locate at Collectorate Sagar,(M.P.) of the ONE PART:**

### AND

\_\_\_\_\_ a Proprietorship /partnership Firm/Company having its Office/Registered office at \_\_\_\_\_, **Hereinafter called “LICENSEE” (Which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors, assigns, etc.,) of the OTHER PART:**

Whereas,

1. The Licensor owns and posses Sagar Lake situated at Sagar.
2. Accordingly, **Sagar Tourism Promotion Council** has initiated the bidding process, and in its attempt to successfully conduct a competitive and transparent process, invited applications by Publishing the Tender no. \_\_\_\_\_, hereinafter referred as Tender, in leading news papers on \_\_/\_\_/\_\_ for inviting the Bidders for the said Project as per the Terms and Conditions contained in the Tender, based on both the Technical Capacity/Capability and Financial Capacity/ Capability of the Bidder(s).
3. Amongst the various Terms and Conditions of the said Tender, the Bidders were required to quote the Annual License Fee they were willing to pay to the STPC. The successful Bidder shall provide the Proportionate Annual License Fee upto \_\_/\_\_/\_\_. Thereafter the Annual License Fee is to be paid annually till the end of the complete License Period i.e. till \_\_/\_\_/2018.
4. Consequently after comparative evaluation of the submitted bids, M/s **Sagar Tourism Promotion Council,Sagar (M.P)**, were adjudged to have submitted the highest bid with an **Annual License Fee of Rs. \_\_\_\_\_/-**. (Rupees \_\_\_\_\_ only) and was therefore selected by **STPC** as the successful Bidder (hereinafter referred to as the **“Selected Bidder”**).
5. Based on the said documents the STPC has issued a Letter of Acceptance No. ....dated.....Which was duly accepted by M/s .Licensee.
6. Consequently, the Licensee has made the following payments which are hereby acknowledged by STPC.
  - (i) Non-refundable, non-adjustable payment of Rs. .... (Rupees..... Only) paid to **STPC**, (Proportionate Annual License Fee from the date of signing of agreement, which will be taken as the date of commencement of lease, till \_\_/\_\_/2016) vide Bankers Cheque/Demand

Draft no. .... dated ..... in favour of **Sagar Tourism Promotion Council** Payable at District Sagar,M.P. and

- (ii) Refundable, adjustable interest free payment of **Rs. \_\_\_\_\_/-** (Rupees \_\_\_\_\_ only), vide DD no. .... dated ..... in favor of **Sagar Tourism Promotion Council** Payable at District Sagar,M.P. against the Performance Security.

NOW THEREFORE, in consideration of foregoing and Mutual Covenants, Terms and Conditions and Understandings set forth in this License Agreement (the binding and liabilities arising out of which are hereby mutually acknowledged, agreed and accepted), the Parties, with the intent to be legally bound, hereby mutually agree as follows:-

## **1. Objective**

- 1.1 The Licensee shall use the said Premises i.e. Sagar Lake only for the purpose of Conducting Adventure Activities for promotion of the Tourism.

## **2. Scope of Services**

- 2.1 Conduct of Following Adventure Tourism Activities:

- Cruise-1
- Water Sports activities

**The permission of Licensor will be mandatory for conduct of any other activities.**

- 2.2 The Licensee shall be responsible and liable for any injuries/accident to the participant during the conduct of Adventure activities and **Sagar Tourism Promotion Council stands indemnities in respect of any activity conducted by Licensee whatsoever.**

- 2.3 The Licensee would be required to bring in & utilize his/their own finances and resources for its full operation, maintenance and management of the said premises.

- 2.4 The Licensee shall make the Facilities operational as per the terms and conditions of the License Agreement during the license period.

## **3.0 License Period (Term of License)**

- 3.1 The term of the license will be for a period of Three (03) years from the date of execution of the agreement and will expire on ..... (“Licensed Period”) unless earlier terminated/cancelled/revoked/Extended by the Licensor.

## **4.0 Annual License Fee**

- 4.1 The Licensee shall pay an Annual License Fee of Rs \_\_\_\_\_(Rupees \_\_\_\_\_) plus taxes as applicable., License Fee shall be increased every year by 10% of the Annual License Fee of the previous year.
- 4.2 The Licensee shall pay the Proportionate License Fee for the first year (from the date of execution of license agreement till the end of financial year i.e. \_\_\_/\_\_\_/\_\_\_).
- 4.3 The Annual License Fee after end of first financial year i.e \_\_\_/\_\_\_/\_\_\_ shall be paid in single yearly installment, till the end of the complete License Period.
- 4.4 The annual license fee of every financial year shall be paid in advance on or before 28<sup>th</sup> day of February every year.
- 4.5 The payment shall be made by way of a bank draft payable at Bhopal and shall be made in favour of **Sagar Tourism Promotion Council**.

#### **5.0 Delivery of Possession of Property and Relevant Documents**

- 5.1 The property as described below and also mentioned in schedule A along with site plan, location plan, other documents & photograph from 3 sides would be handed over by Licensor to the Licensee on “**as is where is**” basis within 07 (seven) days of execution of this agreement, free from all charges and encumbrances.

#### **6.0**

- 6.1 The Licensor will provide the Electric connection from feeder to the nearest pole to the Licensee & the Licensee shall have to take a connection from the pole to the unit in its own name.
- 6.2 Water facility shall be provided on best effort basis and through boring or connection if available.

#### **7.0 Commissioning of Tourist Facilities**

- 7.1 The Licensee will ensure that the Tourist Facilities is commissioned and opened for tourists within 1 (one) month from the date of handover of the scheduled property by Licensor to the Licensee.
- 7.2 In case the Licensee fails to commence and open tourist facilities within stipulated time mentioned in clause 8.1, then it will be treated as an event of default by the Licensee and the Licensor shall have all right to take necessary action as per the clauses of the Agreement.
- 7.3 In case the Licensor fails to provide the facilities as mentioned in clause 7.2 and 7 then it will not be treated as an event of default of the Licensee. But as soon as the facilities are provided mentioned in clause 7.2 and 7.3, the Licensee has to commence and open the unit within 30 days.

#### **8.0 Maintenance of Quality of Foods and Services and Prevention of Immoral/Illegal Activities**

- 8.1 The Licensee shall have to maintain high standard of the quality of food and cleanliness, sanitation, hygiene etc. in the premises continuously and also

- responsible for repair and maintenance of fixtures, fittings and additional facilities such as electricity, water connections and take due care to prevent any immoral/illegal activities in the said premises.
- 8.2 If Licensor finds issue with food quality, hygiene, services etc., the Licensor may issue a notice to address the same within 07 (seven) days. If the quality of food is not improved within 07 (seven) days, it will be treated as an Event of Default and necessary actions will be initiated.
  - 8.3 The Licensee shall be responsible for all the required licenses like Food/ Health Licenses etc as relevant and approvals related to running the property.
  - 8.4 The Licensee shall keep indemnified the Licensor for any liability / losses / claims that may arise in this regard and shall have to settle such liabilities / losses / claims, if any, at his own cost. The Licensor has the right to revoke the Bank Guarantee if such claims are not settled by the Licensee.
  - 8.5 The Licensee shall not act in any manner, which may be detrimental to the interest/ reputation/ credibility of the Licensor.
  - 8.6 The Licensee shall also ensure prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source of infection or unhygienic condition etc.
  - 8.7 The Licensee shall give special attention to the manner in which his employees receive visitors and render services ensuring good hospitality, congenial and pleasant atmosphere.
  - 8.8 The Licensee shall ensure that eatable items sold/served from the premises are of requisite hygienic and quality standards and conform to the provisions of the Prevention of Food Adulteration Act and any other guidelines, regulations, standards etc. issued by concerned Government Authorities from time to time. The Licensee shall be solely liable for any action or penalty imposed by relevant authorities in this regard.
  - 8.9 All branded items in standard package forms are to be sold only at MRP, if the sale is made across the counter. A rate list must be displayed at prominent places in the respective outlet.
  - 8.10 The Licensee shall maintain a complaint book / visitor book / suggestion box at a prominent place in the Licensed Premises and in such a way that it is easily accessible to any person who wishes to record any complaint/suggestion and the said details/book shall be open for inspection to the Licensor, as and when demanded.
  - 8.11 The Licensee shall be solely liable towards any complaints, or any action taken by any person against quality of food and beverage served, or other services rendered by the Licensee, or behavior of its employees, staff and supervisors in the Licensed Premises.
  - 8.13 The Licensee shall engage only such persons who will have good character/behavior and are skilful in their business.
  - 8.14 The Licensee shall not sell any alcoholic beverages.

8.15 In order to ensure enforcement of the above provisions, Licensor shall have the right of inspection without notice.

8.16 Any violation of the above shall be treated as an Event of Default.

**9.0 Right to Inspection and Survey**

9.1 The Licensee shall at all times allow the Administrative officers Licensor in that behalf, free and undisturbed access to the said premises including the appurtenant land for the purpose of inspection, survey and otherwise.

9.2 On behalf of Licensor, the concerned Regional Manager or any other authorized official of STPC can inspect the property at any time. For such inspections, a log book shall be maintained and the details of the inspection shall be recorded by the inspecting officer. The log book shall be available at all times . To maintain the log book in a proper manner shall be the responsibility of the licensee.

9.3 Officials or representatives of the Licensor may, at any time, monitor the quality of raw material, food items and standards of facilities and interiors, exteriors of the premises etc. The Licensee shall assist/co-operate with the Licensor's officials in this regard. Failure of the Licensor in this compliance doesn't relieve the Licensee from his obligations and duties towards the same.

9.4 The Regional Manager of the licensor shall have full authority to inspect the premises and records thereof whenever he deem fit.

**10.0 Insurance/Licensee's Obligation under Public Liabilities Insurance Act, 1981**

10.1 The Licensee shall take adequate coverage of insurance for the property and properties against damage, destruction by fire, flood, earthquake, mob violence, or such other causes.

10.2 In the event of occurrence of any of the eventualities covered by the insurance, taken by the Licensor or Licensee the amount payable under the insurance policy shall be receivable by Licensor.

10.3 Licensee shall, from time to time, pay the premium(s) to be paid under the insurance policy to be taken out in the above respects and submit the original document to Licensor.

**11.0 Appointment of Employees and Compliance with Labour and Industrial Legislation**

11.1 The Licensee shall have the right to select and appoint any number of employees/staff/contractors/suppliers as it may deem fit for smooth operation and functioning of the proposed tourist hotel, as per law of the land. Licensor shall have no say whatsoever in the selection of any such employees/contractors/suppliers.

11.2 The staff hired/employed by the Licensee shall be on the payrolls of the Licensee and staff so employed shall have no claim of any relationship in any manner with the Licensor even after pre-mature termination of the agreement and/or expiry of the schedule period of License.

- 11.3 The Licensee undertakes to indemnify Licensor against any financial and other liabilities in relation to the employees/contractors/suppliers who may be engaged by the Licensee.
- 11.4 The Licensee undertakes to abide by all relevant labour and industrial legislations' including Minimum Wages Act, PF Act, ESI Act, Shops and Establishment Act as applicable to the relevant industry.
- 11.5 The Licensee indemnify Licensor to the extent of any liability accrued to the Licensee during the tenure of this agreement. Licensor similarly indemnify the Licensee to the extent of any liability accrued to Licensor prior to the signing of this agreement.

**12.0 Tax and Other Liabilities arising out of Operation**

- 12.1 All tax, relating to the property including Panchayat / Municipality and any other tax shall be borne by the Licensee.
- 12.2 Licensee shall be responsible for the payment of all other liabilities / taxes / duties resulting from the operation of the tourist facility, as presently applicable or may be made applicable during the tenure of this agreement.
- 12.3 The liability of the Licensee towards those mentioned above shall be limited to the period during which this agreement remains operative.
- 12.4 The licensee shall provide certificate from Chartered Accountant / Company Secretary regarding compliance of Tax Laws / Labour law and other applicable laws.

**13.0 Security Measures for Inflammable Materials**

The Licensee shall not store combustible and explosive materials and / or any other prohibited materials in the schedule premises. However, he may keep adequate quantities of liquefied petroleum gas, kerosene, petrol and high/low speed diesel etc. for the purpose of cooking and operation of diesel generating sets and boats / launches etc. after taking due permission, care, and measures as per law of the land from appropriate authority.

**14.0 Environment / Pollution Aspect**

- 14.1 The Licensee shall be solely responsible for obtaining all necessary approvals / clearances as required from the appropriate State / Central Environment / Pollution Authorities and to observe and follow at his own cost all relevant State / Central Environment / Pollution rules and regulations as applicable or made applicable during the period of this agreement.
- 14.2 Regardless of whether or not a given hazardous material (as such term may be defined in any applicable environmental law) is permitted under applicable environmental law, the Licensee shall only bring within the scheduled property such hazardous material as are needed in his normal course of business.

**15.0 Licensee not to Transfer Interest in the License Agreement**

- 15.1 The Licensee shall have no authority to transfer, assign, or dispose of Licensor's right or obligation or interest by way of mortgage, charge, sale, hypothecation, pledge, hire, encumbrance, conducting arrangements, license or otherwise in manner or part with the possession of the schedule property or any part thereof

or allow or create any lien, charge, attachment or other claims thereof. Any deviation from the same shall be considered to be a serious breach of this agreement and will be an act of default.

- 15.2 Any change in the management, control, composition, constitution or ownership of the Licensee shall be deemed to be an assignment for the purpose of this Agreement and shall be liable for the immediate cancellation of the License and forfeiture of the License Fee and the Security Deposit. (subject to the terms and conditions of the License Agreement)

**16.0 Change of Management or Management Contractor**

- 16.1 In case of any proposal for change in management of the Licensee during the period of this agreement prior written approval of Licensor shall have to be taken by the Licensee.

- 16.2 The rights and obligations under this agreement shall thereupon devolve upon the new management as before.

**17.0 Obligations of Licensee**

- 17.1 **Stamp Duty and Charges** – The Licensee shall bear the cost of stamp duty to prepare two original License Agreements and one original each shall remain in the custody of parties to this contract. All other applicable charges shall also be borne by the Licensee.

- 17.2 All the terms and conditions as mentioned in the tender document with amendments and corrigendum shall be part of this agreement and shall be binding on both the parties.

- 17.3 The annexure of this agreement will be part of the agreement.

**18.0 Damages and Penalty**

- 18.1 The Licensee shall confine their activities within the Licensed Premises and in no case will they be permitted to deviate/ increase/ alter from the same. If any deviation is found on inspection by the Licensor or the Licensor's representative(s), the License will be cancelled forthwith without entertaining any clarifications.

- 18.2 The Licensee shall abide by all directions issued by the Licensor in order to maintain and keep the premises in a proper state of cleanliness and hygiene in and around the outlet. The Licensee will ensure the compliance of all rules and regulations with regard to the conditions of food quality/standards, sanitation, cleanliness and hygiene, failing which the License Agreement shall be terminated/cancelled.

- 18.3 The Licensee shall comply with the Terms and Conditions as laid down in the Agreement or specified from time to time by the Licensor. On any violation/ non-compliance of terms & conditions of the agreement and/ or bid document, the Licensor will be free to terminate / cancel the License Agreement and in such a situation no refund towards License Fee, Security Deposit and Other Deposits

towards services will be permissible. The decision of the Licensor in this regard will be final and binding.

- 18.4 The Licensor is at liberty to forfeit the Security Deposit to adjust/offset the dues payable to the Licensor by the Licensee after due Notice to the Licensee by the Licensor.

**19.0 Indemnity**

- 19.1 The Licensee shall indemnify and keep indemnified the Licensor against any claims whatsoever, financial or otherwise made by any employee / worker or trade union, association, etc. relating to any dispute whatsoever, at any time during complete License Period.
- 19.2 The Licensee will indemnify the Licensor towards any willful infringement or contravention of any rules, regulations or laws of Municipal Corporation of Indore or any other Competent Authority. All applicable laws will be deemed to be applicable to the Licensee in respect of the use and occupation of the Licensed Premises and the Licensee agrees to abide by the terms and conditions therein.

**20.0 Force- Majeure**

If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Licensor), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the STPC as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

**21.0 Extension of Time / Excuse of Performance**

Licensee shall be entitled to an adjustment in the time for excuse of the nonperformance of any duty or obligation of Licensee under this Agreement for Force Majeure events described in Clause 25.0, but only for the number of days due to and/or resulting as a consequence of such causes and only to the extent that such occurrences actually prevent or delay the performance of such duty or obligation or cause such performance to be commercially unreasonable.

## **22.0 Events of Default**

A Events of Default by Licensee shall mean the following:

- 1 Delay in payment of Annual License Fees in advance.
- 2 Delay in payment of Annual License Fees for more than One months.

## **23.0 Termination of Agreement by Licensee**

23.1 The Licensee shall have the option to terminate the Agreement at any time before its expiry by clear notice of 3 months in writing to the Licensor intimating its intention to do so provided, however, that the Licensee shall not be released of its obligations under this agreement unless and until the Licensee restores use of the entirety of the Scheduled Premises, makes payment of all sums payable to it to the Licensor under this agreement and has discharged all liabilities under any rule/law in existence. The Licensee shall have to carry on discharging his obligations and maintain operation of the Property till being released of its obligation by the Licensor. But in such case the Licensor shall not refund the license fee and the security deposit or any part thereof.

## **24.0 Termination of Agreement by Licensor**

24.1 The Licensor shall be at liberty to terminate the instant agreement on any one or more of the following grounds at any time before its expiry by giving notice of 1 (one) month:

24.1.1 Subject to Force Majeure, the Licensee fails to start commercial operation of the scheduled property within a period of 2 (Two) months from the date of handing over the schedule property.

24.1.2 The scheduled property is used by the Licensee for purposes other than the purposes mentioned in this Agreement.

24.1.3 Subject to Force Majeure, the Licensee fails to substantially perform or comply with any commitment, agreement, covenant, term or condition (other than those specifically described in any other subparagraph of this Clause) of this Agreement.

24.1.4 If the Licensee fails to remedy any such act of default as stipulated in this Agreement within 30 (thirty) days after receipt of written notice of default with respect thereto from Licensor.

24.1.5 If any representation or warranty made by Licensee hereunder is intentionally false or misleading in any material respect when made and such false or misleading representation or warranty either has a material adverse effect on the Development or has resulted in an unfair competitive advantage materially benefiting the Licensee in the offer selection process considering Licensee's response to the offer in total.

24.1.6 Subject to Force Majeure, on the happening of any one of the Events of Default by Licensee as enumerated in Clause 25.

## **25.0 Taking Over of the Property on Termination / Expiry of the Agreement**

25.1 All movable property financed by the LICENSEE shall be removed within a period of 30 days from the date of termination/expiry of the contract with prior written approval of LICENSOR.

- 25.2 The movable property, as per schedule annexed to this agreement, shall be handed over to the LICENSOR by the LICENSEE at the time of expiry/termination of this agreement.
- 25.3 Upon the expiry of the License Period or earlier termination of the License for any cause/reason whatsoever, the Licensee shall have no right, title, interest to use the said Licensed Premises. The Licensor shall have undisputed right to make use of the said Licensed Premises at its discretion thereafter and also to grant license and/or further rights of the Licensed Premises to any third person or any other party (ies). It will be lawful for the Licensor without notice to enter upon the Licensed Premises after the revocation of the License on termination/expiry of this Agreement. The Security Deposit shall be refunded by the Licensor to the Licensee only on the revocation/cancellation/termination/expiry of the License Term after deducting /adjusting any existing dues including dues of damage, other charges, if any, and any other unpaid fee/charges due to the Licensor.
- 25.4 Revocation of the License and termination of this Agreement for any reason whatsoever shall not absolve the Licensee from responsibilities, liabilities for damages and/or payments accrued prior to the Termination of this Agreement.
- 25.5 In case if for any reason whatsoever the Licensee continues to occupy the Licensed Premises beyond the expiry of Agreement, damages @ 5 (five) times of the license fee for the first seven days of default, 10 (ten) times of the license fee for the next seven days of default (to be calculated on pro rata basis of license fee quoted for the duration of license) will be payable under this Agreement by way of liquidated damages. The Licensee agrees that it is a reasonable estimate of the damage and the Licensee agrees to pay the same without any protest/demur.
- 25.6 Under no circumstances will the Licensee be allowed to occupy the F&B outlet after the fourteen days of default and the same would be taken over by the Licensor without any notice and in such a situation, the Licensee will have no right to their items, if any, found in the outlet and the same will be disposed off at the cost and risk of the Licensee.

## **26.0 Arbitration**

- 26.1 All matters of dispute arising out of this shall be governed by Indian law and subject to Court jurisdiction at Bhopal.
- 26.2 In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the STPC (hereinafter referred to as the said officer) and if the STPC is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the STPC. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof of any rules made thereof.

- 26.3 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 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.
- 26.4 The venue of the arbitration proceeding shall be the Head Office of STPC at Bhopal. Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.
- 27.0** The Licensee shall also be abide by all terms and conditions stipulated in Tender No . \_\_\_\_\_.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement by their duly authorized representative on the date first above 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: