

**NATIONAL GALLERY OF MODERN ART
(MUMBAI)**

**TENDER DOCUMENT
FOR**

**OPERATING A FOOD CART ON LEAVE AND
LICENSE BASIS**

**AT NATIONAL GALLERY OF MODERN ART, MUMBAI
MINISTRY OF CULTURE, GOVERNMENT OF INDIA**

**NATIONAL GALLERY OF MODERN ART
(Ministry of Culture, Govt. of India)
Sir C.J.P. Hall, M. G. Road
Mumbai – 400 032**

**Notice inviting Tender for operating Food Cart on Leave and License basis at
National Gallery of Modern Art, Mumbai**

NOTICE INVITING TENDER

Sealed tenders super scribed ‘Tender for operating Food Cart at National Gallery of Modern Art, Mumbai on leave and license basis’ are invited from reputed Caterers /Canteen operators for running a Food Cart in the National Gallery of Modern Art (NGMA), Mumbai, Sir. C. J. P. Hall, M. G. Road, Mumbai – 400 032 premises and for bidding “License fee” payable by the tenderer for the same. The Food Cart 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, Mumbai from **01-06-2019 to 17-06-2019**. The completed tenders will be received upto **3.30 p.m.** on **27-06-2019**. **The date of the opening of tenders will be duly intimated to the parties** and the tenders will be opened in the presence of the Tenderers / Representatives at 3.30 pm on 01-07-2019.

INSTRUCTIONS FOR FILLING OF THE TENDER

1. 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.
2. Tender should always be placed in double sealed covers, superscribing “Tender for operating Food Cart at National Gallery of Modern Art, Mumbai on leave and license basis” due for opening at 3.30 pm on 01-07-2019.
3. 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.
4. An incomplete offer i.e. an 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
5. Telegraphic, Fax/E mail tenders and conditional offers shall **not** be accepted.
6. Tenderers shall submit along with the offer the following documents:

- i) Photo copy of current and valid trade license
 - ii) Photo copy of valid Registration / License under the Contract Labour (Regulation and Abolition) Act with the appropriate Labour authorities.
 - iii) Photocopy of the valid GST Registration Certificate
 - iv) Photo copy of valid Income Tax Clearance Certificate along with copy of PAN, Copies of Income Tax returns for last 3 years.
 - v) Photo copy of documents in support of their working experience in **Food Cart** operation
 - vi) Copy of License for running the **Food Cart** from the Health Department.
Successful bidder shall produce the originals of the above documents for verification.
7. Insertions, Corrections and Overwriting in the offer form is **not** permitted and shall be rejected straightaway without any clarifications being sought.
8. The Director, National Gallery of Modern Art, Sir. C.J.P. Hall, M.G. Road, Mumbai-32, who does **not** bind herself 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.
9. It may also be noted that weightage will be given to various technical aspects including experience, the spectrum of clients and work experience with government agencies.

**GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER FOR
OPERATING FOOD CART / CANTEEN AT NATIONAL GALLERY OF
MODERN ART, MUMBAI ON LEAVE AND LICENSE BASIS**

01. Tenderers shall have adequate working experience in **Food Cart** operations in Art Galleries/Museums.
02. The tenderer 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 close relatives associated with the tenderers as proprietor / partner / share holder / Director of the tenderer and furnish a declaration to this effect in writing.
03. Successful tenderers shall be required to enter into an agreement with the National Gallery of Modern Art, Mumbai governing the terms and conditions of the license on non-judicial stamp paper as per the pro-forma enclosed.
04. The tender should accompanied by a Pay order / Demand Draft of Rs. 5,000/- (Rupees : Five Thousand only) in favour of ‘**DDO, NGMA, Mumbai**’ drawn on any nationalized Bank towards Earnest Money Deposit (EMD) 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 forfeited if the successful tenderer fails to deposit the offered license fee within the specified time limit.
05. The Director, NGMA, Mumbai reserves the right to enforce the prices of all eatables, soft drinks and beverages like tea, coffee.
06. The tenderers shall be responsible for the maintenance of the space along with the equipment, gadgets, fixtures and furniture in perfect condition. The premises should be neat and clean and absolutely hygienic.
07. The facilities already existing in the Art Gallery may be inspected before submission of tender. There is no kitchen facility available at NGMA, Mumbai. The successful tenderer shall operate the **Food Cart** only for heating of pre-cooked food, making hot beverages like tea & coffee and refrigerating soft drinks, ice-creams etc.
08. The successful tenderer shall submit the following documents and payment within 3 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 is to be paid by the Licensee for due performance of the agreement and for providing services in **Food Cart** 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 favour of '**DDO, NGMA, Mumbai**'
 - iv) Pay entire amount of annual license fee in the form of a Bank Draft in favour of '**DDO, NGMA, Mumbai**'
09. Before submitting the tender, the tenderer must assess the mandatory commitment, quantum and nature of services involved in providing the **Food Cart** operation at the Gallery after physical inspection of the premises.
10. The **Food Cart** shall be kept open on all working days of the year except declared holidays from Monday to Friday, from 09.30 am to 6.00 pm and on Saturday and Sunday, from 11:00 am to 8:00 pm. However, the services should be extended beyond these hours as per requirements during events/activities and programmes that will be organised beyond office hours and in case of public exigencies and touring officials / guests.

**TERMS AND CONDITIONS FOR RENDERING SERVICES FOR
RUNNING Food Cart ON LEAVE AND LICENSE BASIS IN
NATIONAL GALLERY OF MODERN ART, MUMBAI**

1. The Director, National Gallery of Modern Art (henceforth NGMA), Mumbai / Licensor will permit the Licensee to use following area owned and occupied by the National Gallery of Modern Art for a **Food Cart** more specifically described in the Schedule of the Agreement / Deed of Lease:
 - i. The space earmarked for the Food Cart is in the corridor of the Ground floor of NGMA, Mumbai in a space of 8x8 = 64Sqft. The technical specifications of the Food Cart are appended as **Annexure A**.
2. The term '**Licensor**' wherever mentioned in the Notice Inviting Tender (N.I.T) shall mean the authorities of National Gallery of Modern Art, Mumbai. 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.
3. The Licensee shall pay in advance to the NGMA (M) / Licensor a non-refundable license fee of Rs.3,00,000 annually for such use and facilities provided for, more fully described in the Schedule of Agreement. The licensee will have to pay electricity and water charges at a rate mutually agreed, as a part of the monthly license fee. 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 BEST / MCGM to the Gallery.
4. The Licensee will **not** use the said space and facilities provided specifically for the purpose of rendering services for running a **Food Cart** on leave and license basis in NGMA Mumbai 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.
5. The catering services of the Food Cart shall be for the exclusive use of Gallery visitors, employees of NGMA (M) and other guests and any other persons allowed by NGMA (M). The Licensee shall be responsible for the quality of eatables supplied and for the service given. Only the NGMA (M) staff and officers shall be entitled to eat in the Food Cart area, food and refreshment items brought by them from outside.
6. The License to operate the **Food Cart** 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 on year to year basis for a maximum period of three years with a 10% increase every year calculated on the combined quantum of License Fee, which includes electricity and water charges, 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 entire amount of annual license fee (which includes electricity and water charges), to the Licensor in advance i.e. before commencement of the extended period of contract.

7. The establishment of the Licensee shall be separate from the establishment of the Licensor's Gallery for all purposes and in all respects and in no case, will any kind of liability of the Licensee be borne or shared by the Licensor. The Licensee shall be responsible for indemnifying the Licensor for any such past, present or future liabilities
8. The Licensee shall at his own cost install necessary equipment etc required for running of **Food Cart** of NGMA, Mumbai. The Licensee will **not** be allowed to use cooking gas on any portion of the said premises. However, cooking on electrical apparatus is permitted.
9. The Licensee shall keep the **Food Cart** area free from insects, mosquitoes and house-flies. The premises of the **Food Cart** 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. In case of any food poisoning / contamination, the Licensee will be held fully responsible for the same and he will bear all expenses and be accountable for the consequences arising out of such instances, including summary termination of the Memorandum of Contract.
10. The Licensee shall **not** erect or install any temporary structure or fixture near the **Food Cart** premises or outside it without written approval of the Licensor.
11. The Licensee or any of his/her sales person shall **not** sell pan, *pan-masala*, tobacco or any alcoholic drink.
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, at his own cost, effect, as required under the relevant Act, necessary insurance coverage in respect of the staff and other personnel or persons to be employed or engaged by the Licensee in connection with conducting the aforesaid services and shall comply with the provisions of Employees State Insurance Act, Workmen's Compensation Act, Payment of Wages Act, the Employees Provident Fund and Family Pension Fund Act, 1952, the other rules, regulations and / or statutes that may be applicable to them now or that may be introduced by the Government of India, Government of Maharashtra and /or Municipal Authorities subsequent to the date of this agreement and the Licensee shall keep the Licensor indemnified from all acts of omission, default, breaches and / or any claim, demands, loss, injury and expenses to which the Licensor may be put to or involved as a result of the Licensee's failure to fulfill any of the obligations hereunder and /or under statutes and / or any bye-laws or rules framed hereunder or any of them. The Licensor shall be

- entitled to recover any such claims, demands, loss or from the Security Deposit of the Licensee without prejudice to any other rights under the law.
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, shall have good character and should be fit for work in a public **Food Cart** 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, Mumbai. The Licensor reserves the right for approval or rejection of any such engagements. The Licensee will have to furnish a statement showing names of all the employees engaged for the NGMA (M) Food Cart. Any addition to / deletion of the staff must be promptly communicated to NGMA (M).
 14. The Licensee shall arrange to obtain various Licenses as required under the Law from various Government 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.
 15. The Licensee is liable to pay compensation for any damage caused by him or his staff to the properties of the Licensor. The Licensee will be responsible for all damages or losses to Licensor's property by the Licensee himself or his staff and shall be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear. 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 good quality food & beverages, etc. at concessional rate to the staff members of NGMA, Mumbai 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 and hygienic conditions in the terms and conditions herein above mentioned in the Notice Inviting Tender.
 17. The Licensee shall provide catering 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 as and when any outside organization approaches him.
 18. The rates for sale of food & beverages in the **Food Cart** 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 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 snack 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. The Licensee shall **not** use the space provided for stocking or keeping articles other than those needed for use in the Food Cart. The Licensee will also ensure that hazardous or inflammable or any intoxicating materials will **not** be stored in the Gallery premises.
20. The successful tenderer / Licensee shall have to execute an Agreement / Deed of License (proforma for which is enclosed) within seven days from the date of the work order and pay to the Licensor full amount of the offered annual license fee within seven 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 on monthly basis as per agreed mutually starting from one month after the execution of this agreement.
22. The Licensee shall provide necessary decent liveries / uniforms and Identity Cards to the **Food Cart** servants and they shall wear the same within the premises of the Gallery while on duty.
23. The Licensee shall have to deposit to the Licensor an additional sum equivalent to 10% of the annual license fee (including the water and electricity charges) 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 **Food Cart**. The deposit shall be made by cheque / bank draft in favor of 'DDO, NGMA, Mumbai' payable at Mumbai 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/or adjustment of any other dues.
24. The Licensee agrees to pay Licensor a monthly compensation of Rs. 25,000/- (Rupees twenty five thousand only) by cheque as per the English calendar month on or before the seventh day of the following month. The License Fee component is Rs.23,000/- and the water and electricity charges will be a lumpsum of Rs.2,000/-.
25. The Leave & License arrangement does **not** confer on the Licensee possession of the premises as indicated under clause 1 of this NIT.
26. 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 **Food Cart** in the specified area adhering to the working hours of the Gallery. Security instructions given from time to time by the Licensor/Authority shall be followed by the Licensee and no person employed by the Licensee will be

- allowed to remain therein once the Gallery is closed for the day, unless permitted in writing, in advance, by the competent authority. 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.
27. Provided nevertheless that this agreement may be terminated by either party giving to the other **not** less than 3 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.
 28. If the Licensee makes default in payment of license fee mentioned in Clause No. 22 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, terminate the agreement at any time by giving 15 days notice and for such termination of agreement the Licensee will **not** be entitled to any remission, compensation or damage.
 30. Any display in the nature of sign boards, display of rate list, etc put up by the Licensee should be specifically approved in writing by the Licensor and shall be commensurate with the overall display of the Gallery and only on specific approval in writing by the Licensor. The specific space of the Gallery where such display shall be made also requires specific written permission of the Licensor.

**TENDER FOR OPERATING A FOOD CART AT NATIONAL GALLERY OF
MODERN ART, MUMBAI
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 Food Cart at National Gallery of Modern Art, Mumbai as laid down by NGMA, Mumbai under Ministry of Culture, Govt. of India, in the relevant tender document.

I / We hereby offer to pay to National Gallery of Modern Art, Mumbai a non-refundable license fee of Rs (Rupees) per year for Operating Food Cart at National Gallery of Modern Art, Mumbai 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, Mumbai 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, Mumbai 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

**TENDER FOR OPERATING the Food Cart AT
NATIONAL GALLERY OF MODERN ART, MUMBAI**

DECLARATION

Date:

This is to certify that is not 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 close relatives associated with the tenderers as proprietor / partner / share holder / Director of the tenderer and furnish a declaration to this effect in writing.

I / We have 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
(Ministry of Culture, Govt. of India)
Sir C. J. P. Hall, M. G. Road
MUMBAI – 400 032**

**TENDER FOR OPERATING FOOD CART AT
NATIONAL GALLERY OF MODERN ART, MUMBAI**

PROFORMA FOR AGREEMENT

This Agreement / Deed of License is made on day of between National Gallery of Modern Art, Mumbai (hereinafter called “**the Licensor**” which term shall include its heirs, representatives, successors and assigns) ON ONE PART 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 **Food Cart** of the Licensor and to do the acts and things specified in the **First Schedule** hereto over the space for which the Licensor 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 Licensor hereby licenses and authorizes the Licensee during short and specific tenure of continuance of this license to run the Food Cart 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 licensor 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 Licensee to operate the **Food Cart** 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 on year to year basis for a maximum period of **three years** with a 10% increase every year calculated on the combined quantum of License Fee and electricity and water charges, 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 entire amount of annual license fee to the Licensor in advance i.e. before commencement of the extended period of contract.
2. The Licensee shall have to deposit to the Licensor an additional sum equivalent to **'10%' of the annual license fee (which includes lump sum water and electricity charges)** 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 Food Cart. This deposit shall be made in cash / bank draft in favour of ***"DDO, NGMA, Mumbai"*** 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/or 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 dry snacks, tea, coffee etc. at concessional rate to the staff members of National Gallery of Modern Art, Mumbai and to sell the same to the visitors of the NGMA, Mumbai 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. The Licensee hereby agrees to obtain all licenses / permission from the appropriate authorities, which he is required to obtain and at all times subjected to observance of the terms and conditions of such license / permission.
 6. 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.
 7. 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.
 8. 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, terminate the agreement at any time by giving 15 days notice and for such termination of agreement; the Licensee will not be entitled to any remission, compensation or damage.
 9. The Leave and License agreement does not confer on the Licensee possession of the premises as indicated under clause 1 of the NIT

10. This agreement comprises of the services and all subsidiary duties and services connected therewith for rendering the services for running the **Food Cart** even though the same may not be very specifically mentioned in the said terms and conditions.

11. **ARBITRATION**

Any dispute 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 duly appointed by the Secretary, Ministry of Culture on the recommendation of Department of Legal Affairs (Law Secretary), Government of India with its venue in Mumbai. The Arbitration and Conciliation Act, 1996 will be applicable.

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, snacks, tea, coffee etc. to be prepared and sold by licensee in **Food Cart** to staff members of National Gallery of Modern Art, Mumbai and visitors.

FIRST SCHEDULE

- a) To prepare, sell and serve foods i.e. Dry snacks, tea, coffee etc. for providing the service of **Food Cart** to the staff members of NGMA, Mumbai 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 **Food Cart** in the ground floor of the Building:
Ground floor corridor.
- (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

Director
National Gallery of Modern Art
Sir C. J. P. Hall, M. G. Road
MUMBAI – 400 032

In presence of

In presence of

1)

1)

Annexure A**Technical Specifications of Food Cart**

1. The Food Cart shall be stationed permanently in the allotted 8 feet x 8 feet space of the Gallery, till the license period ends. It will be the responsibility of the Licensee to acquire and install the Food Cart as per specifications provided by NGMA, Mumbai.
2. The body of the Food Cart shall be of stainless steel. It will not be painted by the Licensee. NGMA, Mumbai shall get it painted as per its requirements.
3. The Food Cart must have a storage area for storing crockery, cutlery and tissue papers. The Crockery and cutlery will have to be approved by NGMA, Mumbai.
4. The Food Cart must have space for kitchen/electrical appliances like Induction Heater, Juicer, Microwave and single door refrigerator. The Food Cart must have 4 plug points of 3 amperes each. Further, the Food Cart must have a fire extinguisher.
5. The Food Cart must have a sink and along with an outlet and a container for waste water to be collected. The waste water has to be collected and disposed off in the bathroom by the employees of the Food Cart Licensee.
6. The Food Cart will have space for one / two persons who will be heating/ serving the food items to the visitors.
7. The Food Cart will display rate list of the food items being served.
8. Provision for at least 4 tables and 16 chairs shall be made by the Licensee after getting their design approved by NGMA, Mumbai.
9. Collection of waste material and disposal of the same will be the responsibility of the Licensee.
10. Food items served shall be as per the standards specified by the concerned authorities such as FSSAI and FDA.

11. The Food Cart will have a Lock & Key facility. NGMA, Mumbai will not be held responsible for any loss due to theft.