

RASHTRIYA ISPAT NIGAM LIMITED

VISAKHAPATNAM STEEL PLANT

(A Government of India Enterprise)

VISAKHAPATNAM - 530 031

INSTRUCTIONS TO THE TENDERERS

The person applying for tender should indicate clearly the name/names of the Industry and location/locations in which he has/had experience of running Industrial Canteens/Cafeterias.

The Tenderer shall submit tenders in the form enclosed along with an Earnest Money Deposit of Rs.37,500/- payable by means of a Crossed Demand Draft/Pay Order/Banker's Cheque only drawn in favour of M/s Rashtriya Ispat Nigam Limited, Visakhapatnam which will be refunded to them after the successful tenderer is fixed. In case of successful tenderer the EMD will be adjusted against the interest free deposit amount **which shall be 2% of award amount** by way of Demand Draft in favour of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant(VSP), Visakhapatnam-31 towards recovery of the penalties provided under the License Agreement.

The contract shall be initially for a period of two years in the first instance and after satisfactory performance of the contract, it is extendable by one year subsequently, **on mutually agreeable basis**, depending on need/situation then, at the same rates, terms and conditions and thus making a total period of three years.

The agreement can be terminated by "Three Months" notice by VSP.

Copy of the draft agreement to be entered into between the successful tenderer and M/s Rashtriya Ispat Nigam Limited is enclosed. The tenderer should submit the tender document (Volume-I) duly signed on all pages as a token of acceptance of the terms and conditions contained thereunder.

The Company reserves the right to accept or reject any of all tenders without assigning any reason, thereof.

The successful tenderer should be able to take up the work at short notice.

LICENSOR

LICENSEE

RASHTRIYA ISPAT NIGAM LIMITED

VISAKHAPATNAM STEEL PLANT

VISAKHAPATNAM – 530 031

EXPECTATIONS FROM THE LICENSEE

1. The cafeteria is to be run on all days of the week at the timings specified by the Licensor.

All working days	6.00 AM to 8.00 PM
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Sundays & Holidays	7.00 AM to 1.00 PM
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2. The rate quoted is to be firm throughout the license period and there is no provision for escalation.
3. It is the responsibility of the Licensee to undertake day to day maintenance, repairs and replacements of the sanitary fittings, taps and electrical fittings and fixtures provided in the Cafeteria premises. It is also the responsibility of the Licensee to undertake day to day maintenance, repairs of the appliances and equipments, utensils, furniture and fixtures etc. provided in the Cafeteria by the Management including bottle coolers, water coolers and deep-freezers.
4. The items quoted should be available in the quantity prescribed and of the quality prescribed.
5. Cafeteria and their surroundings are to be kept in absolute cleanliness and high standards of sanitation and hygiene are expected in the Cafeteria premises.
6. Cafeteria workers are to be given uniforms with photo identity cards. The failure to issue uniforms with photo identity cards, and to ensure wearing uniforms by the Cafeteria workers, will amount to violation of provisions of the agreement and may attract penalty.

LICENSOR

LICENSEE

RELEVANT INFORMATION TO THE TENDERERS

Breakfast, Snacks, Lunch etc., have to be kept available for self service system in the Cafeteria during the timings specified by the Management from time to time. VSP reserves the right to extend the services to any other place and to change the timings indicated.

The Cafeteria timings will be notified after finalization of the License Agreement.

VSP reserves the right to change the shifts/staggering/changing cafeteria service timings and location of service for which no extra remuneration will be paid to the Licensee. Details of items to be served along with the quantities are given in Bill of Quantities (BOQ). The Licensor has the right to add or delete any item or items to be served at its own discretion. The items are to be prepared as per the menu approved by VSP. Any change in the menu should be effected only with the prior approval of VSP.

VSP reserves the right to increase/decrease the time of service. When required Coffee/Tea/Snacks are also to be served in the Officer/Executive's rooms without service charges and/or shall be delivered to any messenger or peon or khalasi or any employee sent by the officers/executives against specific requisitions.

- **Arrangements to be made to serve tea/coffee on a trolley at the offices/OPDs/Wards; two times a day, i.e. between 10.30 AM to 11 AM and between 4 PM -4.30 PM, on payment basis.**
- **Bookings for breakfast; lunch; tea/coffee/snacks are to be taken from patients/attendants and the same delivered at the Ward/Casualty, on payment basis.**

The prices quoted by the Licensee are not subject to any variation for the period of license. The tenderers may note that sales in the Cafeteria will be against cash only.

VSP authorized representative(s) will have the right of inspection and rejection of the quality and quantity of food stuffs prepared in the Cafeteria. For items rejected or replaced by the Licensee on a complaint, no compensation is admissible.

If for any reason whatsoever, the Cafeteria does not function, the Licensor shall have the right to get the supplies from outside if such non functioning is due to strike by the Licensee's employees and if the strike extends for two days consecutively the Licensor shall have the right to terminate the license agreement without any notice and without prejudice to recover the dues under the license.

If the employees of the Licensor are dissatisfied with any of the food stuffs prepared in the cafeteria the Licensor's representative will in the presence of the Licensee or his representative, examine preparations and if he is of the opinion that any item of the preparations is not up to the mark a penalty upto Rs.300/- (Rupees three hundred only) per instance shall be imposed. The decision of the Licensor's representative is final and binding on the Licensee.

LICENSOR

LICENSEE

FACILITIES EXTENDED BY THE LICENSOR

The Licensor will provide Cafeteria Building for a nominal rent of Re.1/- per month, Water and Electricity are available free of cost. Though efforts will be made by the Licensor to maintain regular power and water supply, the Licensor shall not be responsible for any failure in power and water supply and any consequences arising thereof from and no claim whatsoever shall be entertained on this account.

Electric gadgets if any provided by the Licensor have only to be used. The Licensee shall take written permission to use any additional electric gadgets. The decision of the Licensor is final and binding on the Licensee in this regard.

For L P Gas the Licensee will make his own arrangements of procurement. Even if LP gas is not available for supply, the Licensee is under obligation to prepare the items mentioned in BOQ and to serve them in time by making suitable arrangements at his own cost.

In respect of the items, utensils, furniture, etc., supplied by the Licensor an inventory shall be taken and a list maintained by the Licensee and the Licensor and periodical verification will be made by the Licensor.

The Licensee should give acknowledgement for all the equipment, supplied to him. The Licensee shall take full responsibility for day to day maintenance, repairs, proper upkeep and custody of various appliances, equipment utensils, furniture, fixtures etc., provided by the Licensor and the Licensee shall hand over the same equipment to the Licensor in good working condition after the expiry of the License period or its sooner termination.

The Licensee shall take responsibility for day to day maintenance, repairs and replacement of sanitary fittings, water taps, other fixtures and electrical fittings and fixtures in the canteen premises.

Any damage or loss other than due to natural wear and tear to any assets, equipments etc. supplied to the Licensee shall be borne by the licensee at the cost and price as determined and demanded by the Licensor. The decision of the Licensor shall be final. The Licensor shall have the right of recovering any amount towards this from the Security Deposit or any other amount.

LICENSOR

LICENSEE

The Licensee should procure and provide the following equipment/consumable at his own cost.

- a) To serve Coffee, Tea etc., the Licensee should keep a minimum of 100 stainless steel tumblers at any given time for the use of employees.
- b) 100 Nos. of stainless steel Tea Spoons should be made available for use in the Cafeteria at any given time.
- c) The required cloth for preparing Idly, Tea, Coffee and Cleaning etc., should be purchased by the Licensee at his cost.
- d) Brooms, Brushes, Vim, Phenol and any other material which are required for cleaning utensils, tables, floors etc., are to be purchased by the Licensee.
- e) The Licensee is required to maintain proper general sanitary conditions in and around the Cafeteria building. The food wastes and other wastes in the Cafeteria shall be thrown only at the places allotted for this purpose. If the sanitation in and around the Cafeteria premises is not found satisfactory, Licensor has the right to impose a fine of Rs.200/- each time. In imposing the penalty, the decision of Licensor is final.

Sterilization methods should be observed in cleaning various vessels, plates, etc. the Licensee shall use adequate quantities of Vim, Phenol etc., in cleaning the floors of Cafeteria table tops etc. If the Licensee fails to observe sterilization methods to the satisfaction of the Licensor, the Licensor will be entitled to cancel the License without notice. The decision of the Licensor in this behalf is final and binding on the Licensee.

The quality, quantity and time of service shall be strictly adhered to by the Licensee. If the Licensee violates any provisions of the prevention of Food Adulteration Act, he shall be liable for such penalties as may be imposed under the said enactment and in such an event, he shall automatically forfeit his right under the license and the same will stand cancelled without any notice.

The Licensee shall exhibit the day to day menu approved by the Licensor in the Cafeteria at the places specified by the Licensor for this purpose. Superior quality of raw materials like fine quality of Rice, Wheat, Refined/GN oils etc. shall be used in the preparations. The raw materials shall be used only after the prior approval of the Licensor.

The Licensee is required to maintain a stock register for major items like rice, wheat, suji, oil, sugar and other important provisions and the register has to be made available for Licensor's inspection as and when called for. The Licensee shall follow the instructions issued by the Licensor from time to time in proper maintenance of stock register.

LICENSOR

LICENSEE

The Licensee is under obligation to arrange for any Licensor Dinners/parties at cost to be decided on the basis of menu in consultation with the Licensor.

The Licensee shall provide within a period of one month from the date of commencement of license at his expense proper and decent uniforms with caps and safety shoes as approved by the management for the caterers, suppliers, waiters, cleaners, etc., and shall see to it that they are always neatly dressed with photo identity cards.

The Licensee should enter into an agreement before starting the functioning.

The Licensee himself or his authorized agent shall directly supervise the cafeteria all the time and he should inform the names of his representatives available in the cafeteria in the absence.

The Licensee shall be responsible for payment of the minimum wages of his employees as provided under the Minimum Wages Act and shall conform to all the statutory regulations under the various labor enactments and also ensure cleanliness of food items and cafeteria as for the various Government statutes and in the event of any infringement of the same, he shall be solely responsible and liable for the consequences of the same.

No assignment, transfer or sub-contract by the Licensee is permissible. The Licensee shall also be not entitled to change the constitution of his business concern to any other manner without obtaining the prior written consent of the Licensor.

General Hospital being highly sensitive area, the Licensee should exhibit a spirit of cooperation and nature of understanding in solving cafeteria problems whenever they arise with the patients of VSGH and their attendants, employees and the same cooperation will be extended by the Licensor also.

The rates quoted by the Licensee shall be inclusive of all prevailing taxes, anticipated escalation of cost of commodities/and maintenance cost of various kitchen equipment etc; supplied to the Licensee.

The present tenders are called for the existing cafeteria. Therefore, the tenderers are required to keep open the tender **for a period of 4 months** from the date of opening the tender for acceptance by the Licensor. All the tenderers are also required to indicate willingness to take over running of the Cafeteria on L-1 rates at any point of time within the awarded license period, if the L-1 tenderer fails to run the Cafeteria as per the terms and conditions of the license agreement or terminated by the Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant on account of non-compliance of any of the terms and conditions of the agreement.

LICENSOR

LICENSEE

CONDITIONS TO BE FULFILLED BY THE LICENSEE

1. Sambar is to be served on all days. The second curry should be mixed with Dal, Pickle should be served on every day;
2. Fried curry has to be served twice in a week on the days specified by the Licensor.
3. Idly, Upma, Vada, Puri, are to be served regularly or as directed by the Licensor.
4. Sambar and Curd are to be served in Katories.
5. Items like Idly, Vada, Upma etc; are required to be served during lunch hours also on demand by the employees of the Licensor.
6. During the morning hours, minimum three (3) tiffin items (idly being a regular item) are to be catered.
7. Biscuits of reputed company are to be catered and samples are to be approved by the Licensor.
8. Only stainless Steel Spoons / glasses, tiffin plates etc. are to be used.
9. Meals is a regular item and it should never to be substituted by curd bath or sambar bath.
10. No extra cost will be paid towards packing charges.

LICENSOR

LICENSEE

FACILITIES EXTENDED TO THE LICENSEE RUNNING CAFETERIA
IN VISAKHAPATNAM STEEL PLANT

1. Furnished Cafeteria building at nominal rent of Re.1/- per month
2. Free water supply
3. Free electricity
4. Furniture for sitting accommodation

NOTE:

The Licensee has to procure and provide kitchen equipment, Glass tumblers, spoons, Tiffin plates, water glasses, tea, coffee cups, kathories etc. in sufficient quantities at his own expense.

DEED OF LICENSE

LICENSE AGREEMENT NO. _____

THIS DEED OF LICENSE is made on this _____ day of _____ 2014 _____ by the Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Visakhapatnam (Hereinafter called the "Licensor" of one part and _____ (name of the party) of _____ (full address) (hereinafter called the "Licensee") of the other part.

WHEREAS THE Licensee had submitted his tender for the License to run the Cafeteria for the purpose of providing food and beverages to the employees of the Licensor and the attendants of the Visakha Steel General Hospital (VSGH) patients and has become the successful tenderer as the Tender of the Licensee is accepted and the Licensee has agreed to abide by the terms and conditions prescribed by the Licensor, he is allotted the Cafeteria in the VSGH of the Licensor and the Licensee has agreed to use the same for the purpose of providing food and beverages to the employees of the Licensor and the attendants of the VSGH patients at the agreed/approved rates only and also subject to the terms and conditions hereinafter provided.

- 1.i) In pursuance of the said agreement and in consideration of the License fee hereinafter reserved and of the covenants of the Licensee hereinafter contained, the Licensor hereby allows the Licensee the use and occupation of the Cafeteria building in the VSGH.

TO HOLD the Cafeteria building in VSGH hereby demised on to the Licensee for a period of two years initially from the date of commencement of service by the Licensee which may be extended for a further period of one year at the option of the Licensor at a nominal monthly license fee of Re.1/- payable in the manner as would be notified by the Licensor.

- ii) The Licensor will provide water and electricity free of cost. The usage of electricity should be restricted only for the purpose of usual lighting, fans and other electrical gadgets if any provided by the Licensor. Though efforts will be made by the Licensor to maintain regular power and water supply, the Licensor shall not be responsible for any failure in power and water supply and any consequences arising there from and no claim whatsoever shall be entertained on this account.
- iii) The Licensor will provide furniture for sitting purpose only.
- iv) The Licensee before occupying the cafeteria building shall provide an interest free deposit which **shall be 2% of award amount** for recovery of any dues, penalties etc. provided in the agreement, for non-fulfillment of License Agreement obligations and recovery towards damages etc., to cafeteria furniture, building, equipments supplied to the Cafeteria Licensee. Further this interest free deposit shall be forfeited in case of violation of any of the Licensor's covenants herein contained for which the VSP (Licensor) will be the sole judge and whose decision shall be final.

LICENSOR

LICENSEE

2. The following shall be express conditions of the License and the Licensor and the Licensee have covenanted to perform the same.
- i) The Licensee agrees to supply breakfast, lunch and other edible food stuffs and beverages at the rates specified in the schedule annexed to the LOA dated _____. Details of items to be served along with the quantities and rates are also given in the said Annexure. The Licensor has the right to add or delete any item to be served at its own discretion. Sales in the Cafeteria will be effected against cash by the Licensee.
 - ii) The Licensee further agrees that the breakfast, lunch, snacks etc. will have to be kept available on self service basis in the Cafeteria from 6.00 AM to 8.00 PM on all working days and 7.00 AM to 1.00 PM on Sundays and Public Holidays. He further agrees that lunch will be served to certain specified categories of employees as indicated by the Licensor from time to time.
 - iii) Raw materials for preparation are to be procured by the Licensee at his own cost. Licensor will not be under any obligation to render any assistance to the Licensee to secure any such essential or controlled commodities (like food stuffs, raw materials, etc.).
 - iv) The Licensee has to use the Electric gadgets only if provided by the Licensor and for use of any additional gadgets other than the permitted, prior approval of the Licensor is required. In this regard the decision of the Licensor is final and binding on the Licensee.
 - v) The Licensee has to make his own arrangements for supply of LP Gas at his own cost. Even if LP gas is not available for whatsoever reasons, the Licensee is under obligation to prepare the items mentioned in Annexure and to serve them in time by making suitable alternate arrangements at his own cost.
 - vi) The Licensee agrees to procure and provide the kitchen equipment and utensils, such as Glass/Stainless steel tumblers, tea spoons, serving utensils etc. entirely at his own cost.
 - vii) The Licensee agrees to give acknowledgement for all the equipment supplied to him. The Licensee further agrees to take full responsibility for day to day maintenance, repairs, proper upkeep and custody of various appliances, equipments, utensils, furniture, fixtures etc., provided by the Licensor and the Licensee agrees to hand over the same equipment to the Licensor in good working condition after the expiry of the License Agreement period or its sooner termination. If the Licensee fails to handover any such equipment, he will be liable to reimburse its cost and damages as specified and determined by the Licensor.

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LICENSEE

- viii) The Licensee further agrees to do day to day maintenance, repairs and replacements for all the sanitary fittings, water taps and, electrical fittings and fixtures in the Cafeteria premises. In case of failure of the Licensee to maintain the properties/assets of the Licensor, the Licensee will be paying the Licensor the cost of the items along with penalty/damages, if any, decided and imposed by the Licensor.
- ix) The Licensee undertakes to reimburse any expenditure that Licensor may incur due to his failure or due to any act or omission on his part including non-compliance of all statutory requirements, as also due to any act or omission on the part of his employees.
- x) The Licensee agrees to ensure proper general sanitary conditions in and around the Cafeteria building. The food wastes and other wastes in the Cafeteria shall be thrown only at the places allotted for this purpose. If the sanitation in and around the Cafeteria premises is not found satisfactory, Licensor has the right to impose a fine of Rs.200/- each time. In imposing the penalty the decision of Licensor is final. Continuous default of this condition can lead to cancellation of the license.
- xi) Sterilization methods should be observed in cleaning various vessels, plates etc. The Licensee agrees to use adequate quantities of Vim, Phenol etc., in cleaning the floors of the Cafeteria, Table tops etc. If the Licensee fails to observe sterilization methods to the satisfaction of the Licensor, the Licensor will be entitled to cancel the License Agreement without notice. The decision of the Licensor in this behalf is final and binding on the Licensee.
- xii) The Licensee is permitted to take food items like left over, unsold, if he so desires under proper gate pass prepared by the Licensee and countersigned by the Licensor's authorized representative.
- xiii) The Licensee agrees to serve coffee, tea, etc., in the rooms of the Licensor's executives/employees without claiming any service charges. He also agrees to hand over these items to any peon or messenger or khalasi or any employee sent by an executive of the Licensor on a specific requisition in the approved form.
- **Arrangements to be made to serve tea/coffee on a trolley at the offices/OPDs/Wards; two times a day, i.e. between 10.30 AM to 11 AM and between 4 PM -4.30 PM, on payment basis.**
 - **Bookings for breakfast; lunch; tea/coffee/snacks are to be taken from patients/attendants and the same delivered at the Ward/Casualty, on payment basis.**
- xiv) The Licensee agrees to the quality and quantity of the food articles and beverages prescribed by the Licensor and also the hours of service prescribed by the Licensor.

LICENSOR

LICENSEE

- xv) If the Licensee violates any provisions of the Prevention of food adulteration Act, he shall be solely liable for such penalties as may be imposed under the said enactment and in such an event shall automatically forfeit his rights under the License Agreement and the same shall stand cancelled without notice. The Licensor will have no liability whatsoever.
- xvi) The Licensee further agrees to prepare every day the articles of food according to the approved menu given by the Licensor and if any change is to be made in the same it shall be done with the prior approval of the Licensor. The Licensee shall exhibit the day to day menu approved by the Licensor in the cafeteria at the place specified by the Licensor for this purpose.
- xvii) The Licensee agrees to use superior quality of raw materials only and all the raw materials used shall be inspected by the Licensor and approved by its authorized representatives before the same are used.
- xviii) Licensee shall maintain a register of receipts, issues of stocks for items like rice, wheat, suji and other provisions and the same shall be made available to the Licensor for its inspection whenever required by the Licensor.
- xix) The Licensee shall keep all cooked food stuffs intended for human consumption, in sealed containers, in receptacles which will provide good protection against contamination from dust, flies, insects etc.
- xx) The Licensee shall employ such staff, cooks, servers etc., as are necessary for fully and effectively implementing the obligations and serving the articles in time and without delay by opening such number of service counters as decided by the Licensor. The Licensee should employ adequate staff who should be highly disciplined, neatly turned out and polite to the employees of the Licensor as well as other customers.
- xxi) The Licensee should ensure that his employees do not suffer from any infectious diseases or any disease of communicable nature.
- xxii) The Licensee agrees to provide within a period of one month from the date of commencement of this license, at his expenses proper and decent uniforms with caps and safety shoes as approved by the Licensor for the caterers, suppliers, waiters, cleaners etc., and shall see to it that they are always neatly dressed in the prescribed apparel with photo identify cards properly displayed.
- xxiii) The Licensee himself/or his authorized agency shall directly supervise the Cafeteria at all times and he should inform the names of his representative available in the cafeteria in his absence.

LICENSOR

LICENSEE

- xxiv) The Licensee is responsible for the strict observance of all labour laws applicable to his workers and shall also ensure cleanliness of food and the cafeteria as per various Government statutes.
- xxv) If for any reasons, the Cafeteria does not function, the Licensors shall have the right to get the supplies from outside and Licensors shall have the right to realize the amount spent from the Licensee from the security deposit or any other amount of the Licensee available with the Licensors in any other contract or through other appropriate means, and, if any such nonfunctioning is due to strike by the employees of the Licensee and if the same strike extends for any two days consecutively the Licensors shall have the right to terminate this License Agreement without any notice without prejudice to the Licensors' rights to recover all amount due under the License Agreement.
- xxvi) The License Agreement shall be for a period of 2 (two) years from the date of commencement of the service by the Licensee. The period of the license may be extended for a period of 1 (one) year after the two year period by mutual agreement between the parties hereto. If the performance of the Licensee is not satisfactory, the License Agreement may be terminated at the discretion of the Licensors at any time by giving a notice of 3 months in writing. Further, the License shall be terminated by the Licensors by giving one month notice to the Licensee, in case of any continuous default by the Licensee. However, the Licensors' decision as to whether the performance is satisfactory or not or whether there is any default, shall be final and binding on the Licensee.
- xxvii) The prices quoted by the Licensee are not subject to any variation for a period of 2 (two) years or the period of License Agreement whichever is longer. Also, the rates quoted by the Licensee shall be inclusive of all prevailing taxes, anticipated escalation of cost of commodities. No claim will be entertained on this ground.
- xxviii) The Licensee shall obtain all necessary permissions/approvals/licenses etc. and undertake to pay all statutory dues as applicable from time to time, payable by them to the concerned Govt Authorities. The Licensors shall not in any way be responsible for any such dues and also for any of the terms and conditions of the employment or payments to the Licensee's staff. The Licensee shall solely be responsible for complying with the provisions of all the applicable statutes including discharging all his liabilities to the staff/workers engaged by him for the operation of this license agreement.

The licensee shall indemnify and keep the licensors indemnified against any claim / loss / damages suffered due to non-compliance, if any, of the provisions of the applicable statutes by the licensee.

- xxix) The Licensors' Authorized representative or welfare staff committee will have the right of inspection and rejection of the quality and quantity of food stuffs prepared in the Cafeteria. For items rejected, no compensation is admissible.

LICENSOR

LICENSEE

- xxx) If the employees of the Licensor are dissatisfied with any of the food stuffs prepared in the Cafeteria, the Licensor's representative will in the presence of Licensee or his representative examine the preparations and if he is of the opinion that any items of the preparation is not up to the mark, a penalty upto Rs.300/- (Rupees three hundred only) in each such instance shall be imposed. The decision of the licensor's representative shall be final.
- xxxi) Every precaution should be taken by the Licensee to avoid any food poisoning on account of any reasons whatsoever. However, in the event of any food poisoning, the Licensee will be solely responsible for all consequences and he will deal with and settle any claim, expenses etc., regarding the same at his own cost. The Licensee also will indemnify the Licensor towards any losses expenses etc., towards the same.
- xxxii) No assignment, transfer, subletting or sub-contract by the Licensee is permissible. Also, the Licensee shall not be entitled to change the constitution and nature of his business concern in any manner without obtaining the prior written consent of the Licensor.
- xxxiii) During or beyond the Cafeteria working timings, the Licensee is not to allow anyone else to carry out any illegal acts or to keep in the Cafeteria any offensive, noxious, inflammable or explosive material except such as may be required for business purposes subject to necessary license thereof being obtained from authorities.
- xxxiv) Cafeteria being a highly sensitive area, the Licensee should exhibit a spirit of cooperation and nature of understanding in solving Cafeteria problems whenever they arise with the (patients of VSGH and their attendants, employees) and the same cooperation will be extended by the Licensor also.
- xxxv) If it comes to the notice of Licensor at any stage right from request for enlistment/tender document that any of the certificates/documents submitted by applicants/Licensee for enlistment or by bidders/Licensee are found to be false/fake/doctored, the party/Licensee will be debarred from participation in all VSP/Licensor's tenders for a period of five years including termination of license agreement, if awarded. EMD/Security Deposit etc. if any, will be forfeited. The Licensee in such cases shall make good to VSP/Licensor any loss or damage resulting from such termination. Contracts/License Agreements in operation anywhere with VSP/Licensor will also be terminated with attendant fall outs like forfeiture of EMD/Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP/Licensor will be final and binding.
- xxxvi) Any recoveries to be made regarding this license agreement can be recovered by the Licensor from the amounts due to the Licensee against any other contracts/license agreements which he may have with the Licensor.
- xxxvii) The Licensee will not claim any right in the property licensed hereby.
- xxxviii) The Licensee will obey all lawful commands/directions/orders of the Licensor without any demur or protest.

LICENSOR

LICENSEE

xxxix) Any notice required to be served upon the Licensee shall be deemed to have been sufficiently served upon if it is sent to him either by registered post or by handing over the same to him/his authorized representative.

xl) If at any time, any question, dispute or difference whatsoever shall arise between the Licensor and the Licensee upon or in relation to or in connection with the License, either party may forthwith give to the other, notice in writing of the existence of such question of dispute or difference and the same shall be referred to the adjudication of Sole Arbitrator to be nominated by the Chairman-cum-Managing Director (CMD), RINL/VSP. In case the designation of the CMD is changed or his office abolished, the officer who for the time being is entrusted with the functions of the CMD, VSP, by whatsoever designation such officer shall nominate the Sole Arbitrator to adjudicate upon the disputes. And there shall be no objection to any such nomination / appointment, that the Sole Arbitrator is an Officer / Employee of the VSP. The officer nominated by the CMD of the VSP shall be the Sole Arbitrator to decide the question / claims / disputes / differences referred to him for Arbitration. The venue of arbitration shall be the registered office premises of the VSP, Visakhapatnam.

The provisions of the Arbitration and Conciliation Act, 1996 and the rules there under and all statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply to and be incorporated under this license.

xli) The courts at Visakhapatnam will have exclusive jurisdiction regarding this License.

xl ii) Following documents shall constitute part of the agreement and be read together the agreement for the purpose of discharging the License Agreement obligations.

- a. Expectations from the Licensee
- b. Instructions to the Tenderer
- c. Relevant information to the Tenderer
- d. Facilities, extended by the Licensor
- e. Licensee's letter No.
- f. LOA No.
- g. Licensee's letter No.

3. It is hereby agreed that where the context so requires or admits, the expression the "Licensor" and the "Licensee" herein before used shall include their successors in 'assigns, heirs, executors and/or administrators.

The License Agreement having been entered into with all knowledge of its contents and with free consent thereof, both the parties have set their hands hereto this ____ day of _____ 2014 in Visakhapatnam in the presence of the following witnesses.

LICENSOR

LICENSEE