

License of Souvenir/ Gift corner at Pilikula Regional Science Centre

Acceptance Letter

To,

The Member Secretary
Pilikula Regional Science Centre Society,
Moodushedde, Mangaluru – 575028.

**Acceptance of tender conditions of Souvenir / Gift corner
at Pilikula Regional Science Centre**

Sir,

1. The tender documents for the Souvenir / Gift corner at the Pilikula Regional Science Centre have been provided to me/ us by PRSCS and I/ We hereby certify that I/ We have inspected the site and read the entire terms and conditions of the tender documents made available to me/us which shall form part of the contract agreement and I/ We shall abide by the conditions / clauses contained therein.
2. I/ We hereby unconditionally accept the tender conditions of PRSCS tender documents in its entirety for the above facility.
3. The contents of clause of notice inviting tender of the tender documents have been noted wherein it is clarified that PRSCS reserves the rights to reject the conditional tenders without assigning any reason thereto.
4. The D.D/Bankers cheque towards the required Earnest Money Deposit for this facility is enclosed herewith.

Yours faithfully

Signature of tenderer with seal

Date:

SUBJECT: LICENSE AGREEMENT

AND WHEREAS the Pilikula Regional Science Centre Society (PRSCS) is agreeable to grant the license to run the Souvenir/ Gift Corner ; THIS AGREEMENT made this _____day of _____ two thousand eighteen between PRSCS, the registered Society having its office at Moodushedde Village, Mangalore represented by its Member Secretary herein after called the PRSCS of the one part and _____represented by -----of the other part, hereinafter called the 'Licensee' (which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representative successors and assigns of the Licensee of the other part)

WHEREAS PRSCS is entitled in 'Law' to grant license at PRSCS for the purpose of running Souvenir / Gift Corner (Near cafeteria) as to provide amenities and facilities to the visitors and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

WHEREAS the Licensee is desirous to render the services PRSCS on the terms & conditions mentioned hereunder;

NOW, THEREFORE, this indenture witnesseth :

1. That the license for the said facility shall be valid for the period of two Years from 01-09-2018 to 31-08-2020 unless terminated earlier on account of following :
 - (a) By giving **three calendar months** notice in writing from either side without assigning any reason.
 - (b) Terminated by PRSCS on a short notice on account of un-satisfactory performance.
 - (c) Termination on expiry of the specified time period allotted for unresolved internal dispute resolution.

2. That in consideration, Licensee shall pay the license fee every month on or before 5th.

Year	Amount of the Monthly License Fee	Additional Percentage/

2(a). 50% of the License fee shall be paid during the month of June, July and August of every year because of monsoon.

3. Licensee will have a separate meter for electricity consumption. Failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the PRSCS may without prejudice to its other rights disconnect premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
4. That the licensee shall pay all sales assessments, out goings and other taxes as leviable on licensee in 'Laws'.
5. That the Licensee shall make payment of License fee etc. by cheque/demand drafts drawn on

local banks. No outstation cheque shall be accepted in payment of license fee etc.

6. That in the event of failure to pay the license fee and other charges by due dates simple interest @ 12 % per annum is payable on all delayed payments without prejudice to PRSCS other rights and remedies.
7. That the Licensee shall deposit of 4 months license fee in the form of Demand draft or pay order drawn in favour of Member Secretary, PRSCS. In the event of the Licensee committing any breach of the terms & conditions of the license agreement, PRSCS may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by PRSCS to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license PSRCS shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.
8. That the Licensee shall equip himself with all necessary permits licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
9. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the Licensee in the said premises and said accounts/ documents shall all the times be kept open for inspection by PSSCS in such manner as may be prescribed. The Licensee shall provide to PRSCS if so required by PRSCS statements of audited accounts in such manner and within such period as the Member Secretary may prescribe. Licensee shall be liable to share invoicing details live with PRSCS
10. That the Licensee shall have no objection to PRSCS for granting any other License for similar facility at PRSCS project area where the Licensee is rendering such services.
11. That PRSCS shall provide bare space for the subject services and other expenses of any kind for establishment and rendering of the services shall be incurred by the licensee.
12. The licensee shall sell through the souvenir/gift corner, the following articles of interest to the visitors of Dr. Shivarama Karantha Pilikula Nisargadhama & Pilikula Regional Science Centre and student community:
 - a) Educational games and toys;
 - b) Books on science and technology;
 - c) Scientific periodicals and magazines;
 - d) Educational cassettes/CDs;
 - e) Photo cards, sticker labels, stationery items, posters, charts, slides etc.;
 - Scientific kits e.g. Sundials, Periscopes, Telescopes, Miniature Telescopes and Microscopes, Compasses, Gyro, Kaleidoscope, Magnets, Lenses, Gyro models, Ready to assemble kits, Circuits etc.;
 - f) Biological / Geological models, specimens, slides etc.;
 - g) Scientific and technical curios explaining principles of science;
 - h) Geological specimens;
 - i) Science apparatus;
 - j) T-shirts, Caps, Mugs, Key Chains, Pens, Kits, Soft Toys, Charts or other souvenirs on themes of the science centres;

The Licensee shall exhort the said approved charges at a conspicuous place inside the licensed premises.

- 13. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the PRSCS.
- 14. The licensee shall not terminate the license before the expiry of the period of the license except by giving **three calendar months** notice in writing, otherwise the Licensee shall be liable to pay to PRSCS (without any demur or question) such amount of money as PRSCS may decide as due to it by the Licensee. The license can be terminated by PRSCS by giving 30 days notice in writing without assigning any reason thereto.
- 15. In the event of any default, failure, negligence or breach, in the opinion of PRSCS on the part of the Licensee in complying with all or any of the conditions of the license agreement, the PRSCS will be entitled and be at liberty to terminate the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the licensee for due performance of Agreement.

SIGNED BY: Member Secretary
Pilikula Regional Science Centre

IN THE PRESENCE OF:

WITNESS: Signature with Name & Address

1)

2)

SIGNED BY _____ FOR AND ON BEHALF OF _____ IN THE PRESENCE OF:

WITNESS: Signature with Name & Address

1)

2)

SCHEDULE OF PREMISES:

1. Souvenir / gift corner (Near cafetaria) Total Area

i) Ground floor - 409.00 sqft.

Pilikula Regional Science Centre near Cefetraia

Purpose : **Souvenir / Gift Corner (Near cafetaria)**

GENERAL TERMS & CONDITIONS

PRSCS hereby covenants with the Licensee as follows:

1. The Licensee paying the license fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by PRSCS or any person claiming under PRSCS.
2. (a) The Licensee shall not, unless with the written consent of PRSCS create a sub- contract of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.
(b) The Licensee shall use the premises only for the purpose indicated in this Agreement and for no other purpose whatsoever.
3. (a) The Licensee would be required to install adequate number (as may be decided by the Member Secretary, PRSCS depending upon the area of the licensed premises) fire extinguisher In the licensed premises at his cost before commencement of business.
(b) No loud speakers/record playing etc. to be used in the licensed premises.
4. The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by the manufacturers or Government or any other local PRSCS whichever is lower or controlled price in case such controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods.
5. It shall be obligatory for the Licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Member Secretary, PRSCS and/ or Tourism Department of the Central Government or of the State Government within whose jurisdiction the PRSCS is situated on such terms & conditions as may be fixed by the Member Secretary, PRSCS or said Tourist Department.
6. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Member Secretary, PRSCS
7. On expiry of the license period or on termination of the license by the PRSCS on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the premises in good condition and in peaceful manner along with fittings, equipments and installations, if any, provided by the PRSCS.
8. The license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/ building(s)/ land/ garden/ tank/ premises to or in favour of the licensee but shall be construed to be only as a license in terms & conditions herein contained.
9. **TARIFF RATES:** Intention of PRSCS is to provide quality services at a reasonable rate. The tenderer is expected to maintain tariff rates comparable to those prevailing in

the town/city. Rate list should be submitted to PRSCS for record. The rates are to be displayed in the Pilikula Restaurant. Packaged items are not to be sold above the printed market Retail Price.

10. The Souvenir shop/ gift corner is to be kept open for the period as directed by the Member Secretary from time to time
11. To keep the premises in a clean and tidy condition and open to inspection to the satisfaction of PRSCS.
12. The selected licensee will confine to tender premises only. The selected license shall have no claim for monopoly.
13. The Licensee is fully responsible to pay to the worker's salary and other dues in accordance with law and shall satisfy the PRSCS about the compliance with the labour laws. Licensee shall indemnify PRSCS if any untoward claim be falls on PRSCS on account of any neglect or default of the Licensee.
14. The Licensee understands that the obligation undertaken being mere permission to carry on the business as per terms of the tender the Licensee will abide by any directions or instructions that may be issued by PRSCS from time to time on any matter touching the license or business of licensee.
15. The Licensee understands that the terms and conditions of this licensee are open to change, amendment or alteration an may be desired and determined by PRSCS and the Licensee will obey the same without raising any objection or without questioning the authority of PRSCS to do so.
16. At the end of license period or sooner upon its termination the Licensee will stop carrying on business, remove all his materials and goods and vacate his workers and keep the premises vacant for the immediate occupation of PRSCS. It is understood that PRSCS shall be entitled to lock the premises and take possession of the same for which the Licensee undertakes not to challenge in court or before any other authority.

**Member Secretary
PRSCS**