



RB TIC Café

Tender Document for Appointment of Service provider

INDIAN INSTITUTE OF TECHNOLOGY, BOMBAY

HOSPITALITY SECTION

IMPORTANT INFORMATION

Sr. No.	Particulars	Date
1.	Scope of the work	To provide Café Service at RBTIC Cafe
2.	Tender Number	No. IITB/RBTIC CAFÉ/2024-10 dated 15-10-2024
3.	Tender Type	<p>Open Tender</p> <p>Two Bid System: The two-bid system will be followed for this tender. In this system, bidder must submit their offer in separate sealed envelopes as – Technical Bid and Commercial Bid. Both the technical bid and commercial bid envelopes should be clearly marked as “Envelope No. 1 – Technical Bid” and “Envelope No. 2 – Commercial Bid” and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed with the Tender No. & Due Date and to be submitted to the concern department/ section mentioned in tender document.</p>
4.	Date of Publication	15/10/2024
5.	Pre-Bid Meeting (Prospective bidders are encouraged to attend the Pre-Bid meeting, but it is not mandatory)	24/10/2024 Seminar Hall, Jalvihar Guest House, IIT Bombay, Mumbai - 400076
6.	Closing date & time	14/11/2024 (13:00 hrs.)

7.	Validity of bid	6 months from the date of opening
8.	Earnest Money Deposit	Rs. 1,00,000/- (Rupees One Lakh Only)
9.	Place of submission of bids	Padmavihar Guest House, IIT Bombay, Mumbai – 400076
10.	Opening date & time of Technical Bid (Part-I)	14/11/2024 (15:00 hrs.)
11.	Place of opening the bids	Padmavihar Guest House, IIT Bombay, Mumbai – 400076
12.	Date & time for presentation of technically qualified bidders (Part-I)	To be announced
13.	Date & Time of site visit by Committee	To be announced
14.	Opening of Financial Bids	To be announced

Appointment of Café Service Provider for (RBTIC Cafe) at Rahul Bajaj Technology and Innovation Centre

Indian Institute of Technology Bombay (IITB) invites tender from interested café service providers to run the newly designed RBTIC Cafés in the building of Rahul Bajaj Technology and Innovation Centre for initial period of three years.

The tender document contains the following:

1. A brief description of café service.
2. Café timings
3. License fee
4. Other cafe requirements.
5. Pre-requisites
6. Compensation
7. Selection procedure of the Café Service Provider.
8. Documents to be provided with the Technical Bid (Envelope -1)
9. Technical Bid
10. Financial Bid
11. Brands of Consumables
12. Score Sheet
13. Penalty
14. Draft Agreements
 - Annexures I to V – Forms to be filled by interested café service providers
 - Annexures VI & VII - Draft Café Service Provider Agreement and Draft Leave & License Agreement
15. Other terms and conditions

1. A brief description of the café service & café locations

The institute would like to appoint a café service provider who would manage the Café by offering the ready-to-eat-food items and hot/cold non-alcoholic beverages to the faculty, students, staff & visitors. These food items shall be heated/ cooled using electrically operated equipment's only. The café service provider shall serve these ready-to-eat-food items through RBTIC Cafes in the building of Rahul Bajaj Technology and Innovation Centre of Academic area.

IIT Bombay campus has a community consisting of approximately 13000 students, 5000 campus residents and 5000 visitors. The café service provider shall serve ready-to-eat-precooked-food items and hot/cold non-alcoholic beverages through a service counter in the RBTIC Cafes in the building of Rahul Bajaj Technology and Innovation Centre. The café service provider shall use only electrically operated equipment.

The RBTIC café is under construction and will be ready in a few months. Date of opening will be decided based on mutual discussions between the service provider and IIT Bombay.

The total build up area is Approximately 4570 sqft. Cafe will be fully furnished (list of the Items to be provided by the Institute are listed below:

Kitchen equipment's and Furniture will be provided by IIT, Bombay

- a. Tables and chairs
- b. Exhaust and fresh air Ducting
- c. Cold / hot and product Display
- d. Cash counter
- e. Bain Marie/work top refrigerator
- f. Working counter/ storage racks
- g. Griddle plate
- h. Deep fat fryer
- i. Geyser
- j. Pest O flash

- k. Water filter
- l. Chest freezer
- m. Microwave
- n. Combi oven
- o. Sandwich griller
- p. Dish washer
- q. Weighing Scale
- r. Chat Counter

The café area shall be kept clean and tidy by the café service provider. Institute shall not pay any compensation/ reimbursement of this cost at any stage during the contract period and after termination/ cancellation of the contract. Café operator has to maintain the Café in all its basic everyday functions and maintenance.

The café service provider shall pay the rent for the foot print used i.e. kitchen & storage having approximately 570 sq. ft. Area (kitchen, store & counter).

Electricity and water charges for the café shall be borne by the café service provider.

2. Café Timings

The timings for the RBTIC café shall be from 7:00 a.m. to 11:00 p.m.

3. License Fee

A monthly license fee of Rs. 60/- per sq. ft. will be charged for the actual foot print area used over license fee to be charged and annual increment of Rs. 5 per sq. ft. shall be levied.

4. Other Café Requirements

The Café operator should necessarily have experience of running a registered food outlet and have a central kitchen within a desirable distance of 15 km from IIT, Bombay. These outlets/ central kitchens will be reviewed and visited by Committee members appointed by the Director, IIT Bombay as part of the selection process.

Non-vegetarian & vegetarian food items shall be segregated while storage, heating and serving by the Café service provider shall be done by use of colour coding. The Café service provider shall serve all the food items mentioned in the financial bid. In addition to the above, the service provider is free to serve other food items in consultation with Convener, GHAC/ Manager, Hospitality. The café service provider shall be providing the service to the institute directly & not through any intermediary/ franchisee. Further, the café service provider shall be responsible to obtain all the required permits including the health license from MCGM needed to run a café.

Food should be freshly prepared in the central kitchen and brought to the campus multiple times during the day. Leftovers should be carried back at the time of closing.

5. Pre-requisites

- I. The applicant (the café service provider) shall have up market cafes or presence in Educational Institutes, PSU's, Industrial Catering (Corporate parks, MNC's) in major cities including Mumbai with a market presence of at least 10 years.
- II. These cafes should also fall under MCGM (in Mumbai) or equivalent certification (if in other cities) as top graded eateries when the grading system was/is in force. The service providers shall have ISO 22000 food safety certification and appropriate FSSAI compliance, shop & establishment license, etc. (i.e. whatever certificates/ approvals needed to run such a kiosk) **(Annexure - I)**
- III. The applicant (the Café service provider) should have an average gross annual financial turn over Rs. 10 Crore during the last five years ending 31st March 2024. This should be duly audited by a chartered Accountant. **(Annexure - III)**
- IV. The applicant (the Café service provider) shall be a registered company with Certificate of Incorporation, Memorandum of Association and Article of Association.
- V. The applicant (the Café service provider) should not have incurred any loss in last five years ending 31st March 2024 duly certified by a chartered accountant.
- VI. EMD of Rs. 1,00,000/- (Rupees One Lakh only) in the form Demand Draft in favour of The Registrar, IIT Bombay should be submitted along with the bid in a separate envelope. EMD of unsuccessful bidder shall be returned within 30 days after award

of the contract and the EMD of the successful bidder shall be returned after submission of security deposit.

- VII. Once the service provider is appointed through due process, the service provider shall give the institute a **security deposit of 5 lakhs** in the form of Bank Guarantee or Fixed Deposit in the name of The Registrar, IIT Bombay). The security deposit should be valid for a period of sixty days beyond the date of completion of all contractual obligations.
- VIII. Merchandising/ other advertising cannot be done in the café premises or on campus without prior permission.
- IX. Rental to be started only once the Café service provider occupy the space after starting providing services.
- X. The rates quoted by the Caterer will be valid for one year from the start of operations.
- XI. Documents prepared as per the prescribed format given in the Annexures should be submitted to his office as part of the tender documents.

6. Compensation

On expiry/ termination of license, the vendor must vacate the licensed premises. All fixtures, furniture etc. which are properties of IIT Bombay should be handed over to IIT Bombay in good and tenable conditions. Cost of repair charges for mishandling and wilful damage (except normal wear and tear) will be deducted from the Security Deposit. Any equipment of the vendor left behind beyond a reasonable time will be deducted from the Security Deposit.

7. Selection of the Café Service Provider

The tender is published to invite proposals from reputed & registered companies engaged in providing Café service in educational Institutions/ PSU's/ Industrial Catering (Corporate parks, MNC's) in major cities including Mumbai with a market presence of at least Ten (10) years.

The tendering process shall be through two stage bidding process wherein the interested parties shall submit bid as prescribed in the documents.

Bidders have to quote their bid in the prescribed formats of Technical Bid and Financial Bid **(Annexure – I to IV)** along with undertaking **(Annexure - V)**.

The **first envelop** “Technical Bid Envelope” shall consists of:

- a) Annexure I to III
- b) EMD
- c) Supporting documents to show the Café service operators meeting the pre-requisites.
- d) Undertaking of Bid Security
- e) Proposal describing the “**Café Service Operators**”, the Café operators can offer to the Institute.
- f) The proposed plan from Café operators meeting the infrastructural requirements mentioned in the tender document.

The second envelope “**Financial Bid Envelope**” shall contain the “**Financial Bid**” **(Annexure - IV)** that will specify the Café service providers financial offer.

Evaluation of the bidders will be based on following criteria:

- a) Envelope 1: The service provider has to fulfil the Institute requirements basis the technical scrutiny mentioned on the scoring sheet. (Please refer clause 12).
- b) Bidders scoring 30 or more out of 40 (Part - I of the Technical Evaluation), will be considered for further evaluation process.
- c) Bidders successful in Part - I Technical Evaluation and scoring overall 70 or more out of 100 (i.e. Part – I & Part – II of the Technical Evaluation) and satisfy all the qualifying requirements would be considered eligible for opening of Financial Bid.
- d) The qualified service providers will be called for the opening of the Financial Bid in front of the Committee.
- e) Successful L1 Bidder will be considered on the basis of total offered price in Financial Bid (Annexure - IV).

- f) In case of tie, bidder scored highest marks in Technical Bid shall be considered for determining L1 bidder.

(Scores will not be disclosed to the Service Providers/ Bidders).

The institute shall open the first envelop and evaluate the café service provider's proposal in meeting the institute requirements. Those who go through the technical scrutiny of the institute shall be asked to give presentation on their strengths and suitability to meet our standards. Shortlisted bidders in technical scrutiny will be assessed for food quality etc. The quality will be assessed based on a visit by a committee appointed by the institute to one or more of the cafes of the service provider. The quality will be assessed based on the hygiene & cleanliness, food taste, presentation, service, staff, maintenance etc. Marks (65-35) weightage between technical and financial will be taken for evaluation and the contractor with highest marks will be awarded the contract.

Once the service provider is appointed, additional items can be added on menu and for such additional items' prices will be fixed in consultation with Convener, GHAC/ Manager, Hospitality. Prices for the common desirable menu shall be rounded off to nearest integer. Price of items can be renewed every year in consultation with Convener, GHAC/ Manager, Hospitality. The consumer price index Mumbai shall be used as a guideline for arriving at prices that is mutually agreeable.

8. Documents to be provided with the Technical Bid (Envelope - 1)

In case the caterer is running his own establishment: At least one References establishment where caterer has provided service in the past or present

- a. Latest Bank solvency certificate
- b. Income tax return certificate - last five years
- c. Copy of PAN Card of the owner of establishment or the establishment itself
- d. Catering Certificate (from FDA), food outlet
- e. Shop and Establishment Licence issued by Municipal Corporation
- f. ISO 22000:2018 Food Safety Management System certification
- g. HACCP Certification or ISO 9001:2015 Quality Management Systems

- h. Certification or equivalent Govt. recognized Food Safety and Quality Certification
- i. Details about PF/ESIC registration (If applicable)
- j. Balance Sheet and Profit and Loss Account - last five years
- k. Partnership deed (If applicable)
- l. GST certificate
- m. In case the Café operator is running his own establishment, at least one reference establishment where Café operator has provided service in the past or present.

Please note that bids without the information and documents mentioned above will be rejected without further consideration.

9. Technical Bid

1. Name of applicant/ company:
2. Presence – National or International:
3. Address/Addresses of the applicant:
4. Telephone No./Telex No./Fax No.
5. E-mail address:
6. Legal status of the applicant (attach copies of original document defining the legal status)
 - i. An individual
 - ii. A proprietary firm
 - iii. A firm in partnership
 - iv. A limited company or Corporation
 - v. If any other, specify
7. If Partnership Firm, names of partners/ If Company, name of Directors:
 - i.
 - ii.
 - iii.
8. Name of Bankers with full address:
9. Provident Fund Code No.
10. ESIC Registration No.
11. GST Registration No.
12. Permanent Account No. (PAN)
13. ISO 22000 registration certificate
14. FSSAI certificate

15. Certificate of Incorporation

16. Memorandum of Association

17. Article of Association

18. Any other certificate (specify)

19. Employment Organizational Structure (separate sheet to be attached)

Date:

Signature(s) of Applicant(s)

Place:

Name

Annexure - II

DETAILS OF OUTLETS

Sr. No.	City	Address & Contact No.	Details if any

Years of providing Café services to educational Institutes/ Govt. organizations/ PSU's/
MNC's:

Sr. No.	Name of Organization	Duration	No. of Years	Amount of

Feedback from 3 clients, experience to be given separately on letter head of individual
company

Sr. No.	Name of Organization	Duration	Satisfactory/ Not satisfactory	Remark

FINANCIAL STATEMENT OF ACCOUNTS

- I. **Financial Analysis** - Details to be furnished duly supported by figures in balance sheet/ profit and loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

	FINANCIAL YEAR				
PARTICULARS	2019-20	2020-21	2021-22	2022-23	2023-24
Gross Annual Turnover (In Lakhs)					
Profit/ Loss					
Certified by					

Annexure – III (A)

I hereby confirm that following certificates are enclosed along with the tender documents:

1. Provident Fund Code No.
2. ESIC Registration No.
3. GST Registration No.
4. Permanent Account No. (PAN)
5. ISO 22000 registration certificates/ ISO 22000:2018 Food Safety Management Systems certification
6. HACCP Certification or ISO 9001:2015 Quality Management Systems
FSSAI certificate/ Certification or equivalent Govt. recognized Food Safety and Quality Certification
7. Certificate of Incorporation
 - i. Partnership deed (if applicable)
 - ii. Memorandum of Association/ Article of Association
 - iii. Latest Bank solvency certificate, Income Tax return certificate – last five years
 - iv. Any other certificate (specify)
 - v. Catering certificate (from FDA), food outlet
 - vi. Shop and Establishment License issued by Municipal Corporation
8. Balance sheet and Profit and Loss Account (Last Five years)
9. In case the Café operator is running his own establishment, at least one reference establishment where Café operator has provided service in the past or present

Signature of Applicant(s)

Please note that bids without the information and documents mentioned above will be rejected without further consideration.

Financial Bid (Envelope-2)

Please fill the following table which gives the 'Common Desirable Menu' with estimated prices for your quote. Please choose the appropriate column at the end of table and fill the RATES which you would like to quote.

sr.no	Items. (A)	Rate (B)	Grammage. (C)	Rates to be Proposed by Service provider (D)		
A	Juices & Shakes				Sl. No	Cake Flavours @ ₹ 800/KG
1	Water Melon Juice	90	200 ml		1	Black Forest
3	Apple Juice	100	200 ml		3	Chocolate Mousse
4	Pomegranate Juice	100	200 ml		4	Chocolate Truffle
5	Muskmelon Juice	80	200 ml		5	Choco Chips
6	Mosambi Juice	90	200 ml		6	Chocolate Forest
7	Orange Juice	80	200 ml		7	Choco Delight
8	Pineapple Juice	80	200 ml		8	Choco Crunch
9	Mix Fruit Juice	100	200 ml		9	Banana Chocolate
10	Lemon Water	30	200 ml		10	Pineapple
11	Lemon Soda	40	200 ml		11	Butterscotch
12	Jaljeera	30	200 ml		12	Rose
13	Carrot Juice	40	200 ml		13	Vanilla
14	Butter Milk	30	200 ml		14	Strawberry
15	Apple Milk Shake	110	200 ml		15	Blue Berry
16	Banana Milk Shake	110	200 ml		16	Honey Rose
17	Strawberry Shake	120	200 ml		17	Mix Fruit
18	Mango Shake	120	200 ml		18	Kiwi
19	Date Shake	100	200 ml		19	Mango Delight
20	Chocolate Shake	130	200 ml		20	Banana in Vanilla
21	Badam Shake	120	200 ml			
22	Bournvita Shake	100	200 ml			
25	Fruit Plate	100	200 grams			
1	Total of Juices and Shakes in Column D					
B	Tea and Coffee					
1	Classic Chai (Elaichi & Ginger Wali)	40	100 ml			
2	Black Tea	25	100 ml			
3	Lemon Tea	30	100 ml			
4	Masala Chai	30	100 ml			
5	Ice cold Tea	50	100 ml			
6	Black Tea (Gud Wali)	30	100 ml			
7	Lemon Tea (Gud Wali)	30	100 ml			
8	Herbal Tea (Gud Wali)	30	100 ml			
10	Kesar Tea	30	100 ml			
12	Vanilla Tea	30	100 ml			
13	Strawberry Tea	30	100 ml			
15	Green Tea	30	100 ml			
16	Fresh Turmeric Latte	40	100 ml			

17	Kullad Wali Chai	30	100 ml			
18	Filter Coffee	40	100 ml			
19	Regular Instant Coffee	30	100 ml			
20	Black Coffee Espresso	40	30 ml			
21	Americano	50	100 ml			
22	Cold Coffee	50	150 ml			
23	Hot Cocoa	50	100 ml			
24	Affogato	60	40ml 1 scoop vanilla ice cream			
2	Total of Tea and Coffee in Column D					
C	Bakery					
	Cakes and Gateaux	800	1 kg cake			
1	Pastry	50	80 gms			
2	Cream Roll	20	30 gms			
3	Cookies 1 pc	20	1 pc 40 gms			
4	Cup Cakes	30	1 pc 40 gms			
5	Veg Puff	30	1 pc 40 gms			
6	Paneer Puff	40	1 pc 40 gms			
3	Total of Bakery in Column D					
D	Sandwiches Plain /Grilled/Toasted					
1	Veg Sandwich	100	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
2	Paneer Sandwich	110	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
3	Bread Butter	50	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
4	Bread Toast	60	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
5	Bun Maska	60	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
6	Bun Jam	50	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
7	Veg Cheese Sandwich	120	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
8	Corn Sandwich	120	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
9	Corn Cheese Sandwich	130	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
10	Butter Cheese Sandwich	110	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
11	Cheese Chilli Sandwich	130	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
12	Veg Club Sandwich	140	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			

13	Aloo Masala Sandwich	140	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
14	Mix Veg Panini Sandwich (Ciabatta)	140	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
15	Paneer Masala Sandwich	130	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
16	Paneer Masala Cheese Sandwich	140	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
17	Corn Paneer Mix Sandwich	130	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
18	Chocolate Cheese Sandwich	150	200 gm sandwich/30 gm coleslaw/30 gm wafers/ fries			
4	Total of Sandwiches in Column D					
	E Maggi, Pizzas and Momos,					
1	Plain Maggi	70	200 gm			
2	Veg Maggi	100	200 gm			
3	Plain Cheese Maggi	110	200 gm			
4	Veg Cheese Maggi	120	200 gm			
5	Plain Tadka Maggi	80	200 gm			
6	Veg Tadka Maggi	90	200 gm			
7	Paneer Pizza (6 inch)	130	1 pc			
8	Peri Peri Pizza (6 Inch)	130	1 pc			
9	Capsicum Pizza(6 Inch)	120	1 pc			
10	Veg Momos	110	5 pcs			
11	Paneer Momos	120	5 pcs			
5	Total of Maggi, Pizza and Momos in Column D					
	F Chaats					
1	Bhalla Papdi Chaat	90	1 nos			
2	Chola Samosa	90	1 nos			
3	Chola Kachori	90	1 nos			
4	Dahi Kachori	90	1 nos			
5	Dahi Samosa	90	1 nos			
6	Ghee Jalebi (100gm)	100	100 gram			
7	Moong Dal Kachori	60	100 gram			
8	Dahi Papdi Chat	90	1 nos			
9	Chole Tikki Chat	90	1 nos			
10	Ragada Tikki Chat	90	1 nos			
11	Katori Chat	100	1 nos			
12	Basket Chat	100	1 nos			
13	Pani Puri	40	6 pcs			
14	Dahi Puri	50	6 pcs			
15	Dahi Aloo Tikki Chat	70	1 nos			
16	Bhel Puri	40	200 gm			

17	Sev Puri	70	6 Pc			
18	Ragda Puri	90	6 Pc			
19	Kachori Chat	90	1 Pc - 200 Gm			
20	Samosa Chat	80	1 Pc - 200 Gm			
21	Ragda Pattice	70	200 gm			
22	Dahi Bhalla	90	2 Pc -200 gm			
6	Total of Chaats in Column D					
G	Breakfast					
1	Wada Pav	30	1 nos			
2	Batata Wada sambar-chutney	90	2 Pc			
3	Poha	70	150 gm			
4	Sheera	80	150 gm			
5	Puri Bhaji	100	5pcs-200gm			
6	Misal Pav - Tari	120	2 pav-200gm			
7	Sabudhana Khichadi	90	200 gm			
8	Sabudana Wada - Chutney	100	2pcs			
9	Plain Dosa With Samber And Chatni	70	1 pc			
10	Masala Dosa With Samber And Chatni	80	1 pc			
11	Set Dosa With Samber And Chatni	90	1 pc			
12	Rava Masala Dosa With Samber And Chatni	80	1 pc			
13	Cheese Plain Dosa With Samber And Chatni	100	1 pc			
14	Cheese Masala Dosa With Samber And Chatni	110	1 pc			
15	Cheese Set Dosa With Samber And Chatni	120	1 pc			
16	Cheese Rava Masala Dosa With Samber And Chatni	130	1 pc			
17	Mysore Masala Dosa	120	1 pc			
18	Rawa Idli-sambar-chutney	80	2 pcs			
19	Tomoto Uttapa - Chutney - Sambhar	80	1 pc			
20	Onion Uttapa - Chutney - Sambhar	80	1 pc			
21	Mysore Bhonda - Chutney	60	1 pc			
22	Bisebella Bhaat	130	200 gm			
23	Methi Da Paratha with choole / Dahi & Chatni	120	1 Paratha Chole 200 gm			
24	Aloo Da Paratha with choole / Dahi & Chatni	100	1 Paratha Chole 200 gm			
25	Gobi Da Paratha with choole / Dahi & Chatni	100	1 Paratha Chole 200 gm			
26	Paneer Da Paratha with choole / Dahi & Chatni	130	1 Paratha Chole 200 gm			
27	Mix veg Paratha with choole / Dahi & Chatni	130	1 Paratha Chole 200 gm			
28	Plain Paratha with choole / Dahi & Chatni	100	2 Paratha chole 200 gm			
7	Total of Breakfasts in Column D					
H	Meals					

1	Mini Meal (Thali) NORMAL	140	Rice, 2 chapati, Veg. gravy, dal, salad, papad, pickle/chatni			
2	Full Meal (Thali) with sweet	160	Rice, 2 chapati, Veg. dry, Veg. gravy, dal, curd, salad/raitha, papad, pickle/chatni/sweet			
3	Combo Meals	130	1) 3 Chapattis +1 Veg +Dal +Papad+Pickle . 2) Rice +Dal+Papad + Pickel . 3)Chinese Meal Combos(Noodles/Rice With Gravy. 4)Paratha Combos. 5)Veg & Non Veg Combo Meals			
4	Working Lunch/Diet Meals	120	Veg Soup, Dal Khichadi / Curd Rice, Boiled Vegetable , Spout Salad, Brown Bread Sandwich, Fruits Salad			
8	Total of Meals in Column D					
	Asian					
1	Combo Meals					
1	Vegetable Hussaini Biryani	140	300 Gms with raita and papad			
2	Palak Khitchadi	120	300 Gms with raita and papad			
3	Veg fried rice +Manchurian	120	300 Gms			
4	Veg Schezwan Fried Rice+Mushroom chilli	130	300 Gms			
5	Mixveg fried rice + Paneer Garlic chilli	130	300 Gms			
6	Veg Hakka Noodles +Manchurian	120	300 Gms			
7	Veg Schezwan Noodles +Mushroom chilli	130	300 Gms			
8	Vegetable Thai Curry+Steamed rice/ Burnt Garlic Noodles	140	300 Gms			
9	Ramen Bowl Vegetarian and sprouts	150	300 Gms			
10	Paneer Goreng (Veg rice with 3 pcs paneer on 1 skewer)	150	300 Gms			
9	Total of Asian Combo meals in Column D					
j	Cold Display					
1	3 types of Salads of the day	100	Inhouse 200 grams			
2	3 types of Gluten free Cold sandwiches	130	Inhouse 200 grams			
3	3 types of Sushi	150	Inhouse 200 grams			
4	3 types of cold pressed juices	MRP	Retail			
5	3 types of Milk packs	MRP	Retail			
6	Pro biotic curd/yoghurt	MRP	Retail			
7	2 types of flavoured yoghurt	MRP	Retail			
8	Protein Bars	MRP	Retail			
9	3 types of Smoothies	MRP	Retail			

10	Total of Cold Display in Column D					
	Final Total : 1+2+3+4+5+6+7+8+9+10 (D)					
						Stamp & Signature

Undertaking for Bid Security
(On company/ firm's letterhead)

To,

Manager, Hospitality
Guest House
IIT Bombay, Powai,
Mumbai – 400 076

Sir,

We, M/s. (name of the firm),
with ref. to Tender No. IITB/RBTIC-Café/10-2024 dtd. hereby undertake
that:

We accept all the terms and conditions of the tender document.

1. We accept that, we will not modify our bid during the bid validity period and honor the contract after award of contract.
2. In the event of any modification to our bid by us or failure on our part to honor the contract after final award, our firm may be debarred from participation in any tender/ contract notified by Indian Institute of Technology, Bombay for a period of one years.

Yours faithfully,
(Signature of the bidder)

Name:

Designation:

Seal & Business Address:

Date:

11. BRANDS OF CONSUMABLES PERMISSIBLE

Item	Brand
Salt	Tata, Annapurna, Nature fresh, Ashirwad, Nirma, Saffola, Captain cook, Laxmi Foods and Spices
Spices	M.D.H. Masala, Knorr, Catch, Everest, Mothers, Nilons, MTR, Patanjali, Ramdev, K-Pra, Laxmi Food and Spices
Chicken	Venky's Chicken, Godrej Real good, Zorabian, Suguna, Al Kabeer
Ketchup	Maggi, Kissan, Heinz, Del Monte, Surabhi, Sam's, Ching, The Maharashtra Agro Industries Dev. Corpo. Ltd.
Flavoured drinks	Rasna, Roohafza, Mapro, Laxmi Foods and Spices
Papad	Lijjat, Ganesh, Shreeji, Ramdev, Mothers
Butter	Amul, Mother dairy, Govardhan, Britannia, Kwality, Warana (use of margarine or any other butter substitutes are prohibited)
Bread	Modern, Kwality, Wibes, Britannia, Bonn, Harvest Gold
Cornflakes	Kellogg's, Patanjali
Chocos	Kellogg's
Jam	Kissan, Tops, Cremica, Mapro, Druk, Maggi, Surabhi, Mother's
Ghee	Amul, Mother Dairy, Govardhan, Britannia, Nestle, Everyday, Dynamix, Vadilal, Warana

Shrikhand	Amul, Warana, Chitale
Frozen Yogurt	Mother dairy
Cow Milk (Half Cream/ Non-toned)	Amul, Mother dairy, Govardhan, Warana, Kwality, Gokarn Milk
Paneer	Amul, Mother dairy, Warana, Gowardhan
Tea	Brooke bond, Lipton, Tata, Tetley, Godrej
Coffee	Nescafe, Bru, Tata, MR
Ice Cream	Amul, Mother dairy, Kwality Wall's, Natural's, Havmor, Vadilal, Patanjali, Dinshaw's, Cream bell
Soya	Nutrela
Frozen Peas	Safal (off season), Al Kabeer, Vadilal
Cheese	Amul, Mother dairy, Britannia, Warana, Govardhan
Kolum Rice	Royal, Donur, Kohinoor, India Gate
Basmati Rice	Everyday, Daawat
Custard Powder	Brown & Polson
Sauce (Chilli, Garlic, Soya, Manchurian, Tomato)	Chings, Heinz, Maggi, Kissan, Sam's, Cremica, Tops
Toor Dal/ Masoor Dal/ Urad Dal/ Chana Dal	Tata, India Gate, MTR packed materials from Metro/ D mart/ Big Bazaar/ Big basket
Sugar	Madhur, Mantra, Satyam, MTR packed materials from Metro/

	D mart/ Big Bazaar/ Big basket
Cornflour/ Rava	Satyam, MTR packed materials from Metro/ D mart/ Big Bazaar/ Big basket

Caterers may use any other FSSAI approved brands only if permitted by the Convener, GHAC/ Manager, Hospitality. **Ajinomoto, Baking soda/ MSG is strictly prohibited.** Violation of any of the rules will lead to heavy penalties, with a minimum of Rs.1000 or higher as deemed fit by the Convener, GHAC/ Manager, Hospitality.

12. SCORE SHEET (Central Kitchen / outlet)

(Central Kitchen/ Outlet): Site visit to be completed before the opening of the Financial Bid.

PART - I				
Sr. No.	Item	Max Points	Criteria	Points
1	An average annual turnover of Rs. 10 Crore or more (catering service only) (average of last 5 consecutive years). (Please attach CA certified copy of the turnover of the last 5 years)	10	10 Cr – 11 Cr	5
			12 Cr – 14 Cr	7
			> 15 Cr	10
2	No of years of providing canteen/ cafeteria services to educational institutes/ Govt. organizations/ PSU's/ MNC's	10	< 10 years	5
			11 – 15 years	7
			> 20 years	10
3	Employment Organizational Structure	10	-	10
4	Feedback from clients (3 clients including present)	10	Feedback from 1 client	5
			Feedback from >1 & <3 clients	7
			Feedback from < 3 clients	10
PART - II				
5	Visit to canteen/ cafeteria & central kitchen of vendor	40	As per committee recommendation	

7	Sustainable Strategies and user-friendly practices followed by vendor.	10	As per committee recommendation	
8	Presentation to committee with the policy for operation & management, maintaining hygiene, waste disposal etc.	10	As per committee recommendations	

Remarks/Feedback/Complaints/Suggestions:

- 1. _____
- 2. _____
- 3. _____

Committee Members Visited:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

13. PENALTY LIST

Minimum penalty for non-compliance/ default/ violation of rules

Sr. No.	Issue	Fine/ Penalty on each default
1	Veg and non-veg items prepared on the same utensils	Rs. 5000
2	Feedback register not available	Rs. 1000
3	Repeat offence/ non-compliance	Three times the initial amount of fine
4	Not reporting the issue on time	Rs. 500
5	Unhygienic food with foreign material (insects/ housefly, plastic, hair, etc.)	Rs. 5000
6	Non-use of disposable headgear and gloves by staff	Rs. 500 per staff
7	Kitchen area/ work tables/ stores not clean	Rs. 2000
8	Use of items not per specifications provided	Rs. 5000 per item
9.	Not displaying of price list	Rs. 5000
10	Handling of food items with bare hands	Rs. 5000
11	Tables not clean	Rs. 1000
12	Cutlery, crockery not clean	Rs. 1000
13	Food not served in time	Rs. 1000
14	Store not arranged properly	Rs. 500

15	Cooking utensils not clean	Rs. 500
16	Selling items without approval of Convener, GHAC/ Manager, Hospitality	Rs. 3000
17	Selling items at higher than approved rates	Rs. 3000
18	Selling items at rates higher than MRP	Rs. 3000
19	Misbehaviour of the staff	Fine (incident based) will be decided on the recommendation of Convener, GHAC/ Manager, Hospitality
20	Selling/ storing of expired items	Rs. 10000
21	Adulteration in milk and other food items	Rs. 5000
22	Items not available as per menu	Rs. 1000
23	Cutting vegetables in open areas	Rs. 1000
24	Number of monthly complaints submitted to Convener, GHAC/ Manager, Hospitality: a) 10 complaints in a month b) More than 15 complaints in a month	Rs. 5000 Change of Chef
25	Staff without uniform	Rs. 3500 per staff
26	Non-compliance of environment friendly waste disposal	Rs. 2000 per day

14. Agreements

Successful bidder shall execute following two agreements accepting the terms and conditions of the tender:

- a) Café Service Provider agreement with IIT Bombay. Legal status of the Café Service Provider shall be that of independent contractor (**Annexure IV**).
- b) Leave and License Agreement with IIT Bombay. Legal status of the Café Service Provider shall be that of the Licensee (**Annexure V**).

(Note: Termination of any one Agreement will automatically terminate the other Agreement).

15. Other terms and conditions

- I. The participating tenderers undertake to acknowledge that they have gone through all the tender documents and annexures thereof and agree to abide by them.
- II. Any legal disputes arising out of this tender process shall be settled in the court of competent jurisdiction located within the city of Mumbai, Maharashtra.
- III. Once the Café service provider is appointed, additional items can be added on menu. For such additional items, prices will be fixed in consultation with Convener, GHAC/ Manager, Hospitality. Price of items can be renewed every year in consultation with Convener, GHAC/ Manager, Hospitality. The consumer price index Mumbai shall be used as a guideline for arriving at prices that is mutually agreeable.
- IV. The vendor shall not construct or make any structural alterations inside the licensed premises.
- V. The vendor should not employ any child labour. The vendor shall maintain a register with name, age and address of all his employees working in IIT Bombay campus. The vendor must report any changes in the list of employees immediately. Vendor shall arrange to obtain security pass for all his employees

from the Security Section, IIT Bombay, giving due undertaking for their character and antecedents.

- VI. No staff of vendor can stay overnight in the IIT Bombay campus or beyond reasonable hours after, before closing or opening time of the Café.
- VII. The vendor shall be responsible for the proper product and behaviour of the employees engaged by him.
- VIII. Smoking, consumption/ distribution of alcohol, use of pan and gutka or any other banned or restricted substances by the vendor or his employees of the vendor is strictly prohibited.
- IX. The vendor is solely responsible for the payment of minimum wages, ESIC and EPF for their employees as per the rules of Maharashtra Government and should meet any other statutory and non-statutory benefits/ obligations. The record of duty hours and pay structure should be maintained as per rules of inspection by the Government authorities.
- X. The vendor has to maintain all books, registers, forms and other related documents which are prescribed under Contract Labour (Regulations & Abolition) Act. 1971 and its Central rules, Minimum Wages Act 1948 and its Central rules, EPF & MP Act 1952, ESIC Act 1948 and all other concerned Acts/ Rules/ Laws.

ANNEXURE - VI

CAFE SERVICE PROVIDER AGREEMENT

THIS CAFE SERVICE PROVIDER AGREEMENT made at Mumbai on this

..... day of, 2024, by and between INDIAN INSTITUTE OF TECHNOLOGY BOMBAY, established under the Institutes of Technology Act, 1961 having its Administrative Office at Powai, Mumbai 400076, Maharashtra, India, hereinafter referred to as “the first party /Client” which expression shall unless it be repugnant to the context or meaning thereof mean and include its respective heirs’ executors and administrators of the One Part.

AND

_____ a registered company having its office at hereinafter referred to as “the second party/ Contractor” which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title and assigns of the Other Part.

WHEREAS the Client are the administrators of the INDIAN INSTITUTE OF TECHNOLOGY BOMBAY, located at Powai, Mumbai 400076, Maharashtra, India, having various building premises and vacant space and absolutely entitled to use, occupy, possess and enjoy the said premises:

AND WHEREAS the Contractor is selected as a successful bidder to provide Cafe Services at the Rahul Bajaj Technology and Innovation Centre (RBTIC Café)

AND WHEREAS the Client and the Contractor shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

AND WHEREAS the parties hereto are desirous of recording the said terms and conditions:

NOW THIS CAFE SERVICE PROVIDER AGREEMENT WITNESSETH AND IT IS HERE BY AGREED BY AND BETWEEN THE PARTIES HERETO as under:

1. OBJECTIVE- The Contractor shall use the said premises of the 4th Floor, Rahul Bajaj Technology and Innovation Centre given by the Client on leave and license basis

only for the purpose of providing Café Services/ Catering services as mentioned in the tender documents (hereinafter referred to as “Permitted Purpose”) and for no other purpose and for no other business. The Contractor shall not reside and shall not permit to anyone else to reside in the said premises.

2. **TERM OF AGREEMENT:** The term of the Agreement will be for a period of Five years starting from, 2024 to, 2029 unless earlier terminated by the Client or surrendered by the Contractor in accordance with this Agreement. This Cafe Service Provider Agreement shall be renewable on the terms and conditions mutually agreed by the parties. The transfer / delegation of services to any other person or company shall not be allowed under any circumstances.
3. **COMPENSATION:** The Contractor shall not be provided any compensation for the services given by him.
4. **SECURITY DEPOSIT:** The Contractor shall, on or before signing of this Agreement, deposit and keep deposited with the Client interest free security deposit amounting to Rs. Five lakhs for due, satisfactory and complete performance of all the terms and conditions of this Agreement. Any act of the Contractor which results in violation of this Agreement shall give to the Client the right to forfeit the entire amount of the Security Deposit in addition to the right to terminate the Agreement without any notice. Contractor will be entitled to receive the said deposit after expiry of this Agreement only after final settlement of dues between the parties.
5. **OTHER CHARGES:** The Client will provide water to the Contractor, for operating the Cafeteria each Client shall pay water charges of Rs. 2000/- (Rs. Two Thousand only) per month.
6. **TERMS AND CONDITIONS:**

The Contractor agrees and undertakes to abide, observe and follow all the terms and conditions of this Agreement including, without limitation, Guidelines, any other rules & regulations issued by the Client and/or as may be applicable for the Contractor from time to time. Any violation the Terms and Conditions, Guidelines shall be deemed to be a breach/violation of this Agreement on happening whereof the Client

shall have the right to terminate this Agreement as per the terms and conditions contained in this Agreement. No change in the Agreement including the Terms & Conditions specified in the Documents shall be permissible at any stage.

7. COVENANTS, UNDERTAKINGS AND WARRANTIES:

- a) The Contractor shall not part with the possession of the said premises or any part thereof or allow anyone else to use the same for any business or purpose whatsoever.
- b) The Contractor shall not throw any refuse or garbage or any dirt out of the premises or in the streets or in the vicinity of the said premises.
- c) The Contractor shall not store or keep any hazardous and/ or inflammable or combustible goods or substances or articles in or around the said premises.
- d) The Contractor shall not do or omit to do any act which may invalidate or in any way affect the insurance on the Client's said property or which may render the Client's liability to pay extra or excess insurance premium.
- e) In case any excess or extra insurance premium is or has been paid or is payable by the Contractor on any account of any act or omission on the part of the Contractor or on account of the said premises on the nature of the Contractor's business carried on therein or on account of the nature of shortages or use of any goods in the said premises, to pay such excess or extra insurance premium forthwith to the Client on demand.
- f) The Contractor shall make good any damage of any kind whatsoever caused to the said premises or any part thereof or to any other part of the said Building on account of any act or omission either of the Contractor or any of his employees or any of the Contractor's visitors or customers irrespective of whether the damage caused is wilful or accidental.
- g) The Contractor shall remove himself from the said premises with all belongings and leave it entirely vacant on revocation or termination of the Agreement, but subject to what is stated hereinabove.

- h) The Contractor shall observe all Municipal and Government Regulations in force from time to time in relation to the use of the said business and be responsible for any violation of any such Rules.
- i) The Contractor shall not cause nuisance or annoyance in any way either to the Clients or to other occupants of the buildings in the Campus and it is agreed that the decision of the Client whether the Contractor has caused nuisance or annoyance shall be final and conclusive and the Contractor shall not question or challenge the said decision of the Client.
- j) The Contractor shall maintain the Cafeteria premises, furniture, utensils, crockery and cutlery in clean and hygienic condition to the satisfaction of the Committee appointed by the Client and/or Officer authorized. The decision of the Committee in this respect shall be final. Housekeeping/Sanitary equipment and consumables will be the responsibility of the Contractor.
- k) The Contractor shall be solely responsible for the maintenance of that equipment and any other property provided by the Institute (for instance furniture etc.). The Contractor shall maintain the active status of all required AMC's and submit copy of the same to this office in a timely manner.
- l) Pest Control to be carried out by the contractor regularly as per FSSAI rules.
- m) The Contractor shall allow the Client, its servants or agents at all times to enter upon and to view the said premises and the condition thereof. The Client shall conduct periodic checks on quality of Food, Quality of Service, Quality of Hygiene, Quality of cleanliness and the Evaluation report shall be submitted to the service provider for necessary action.
- n) The Contractor shall not make use of the premises for any illegal, immoral or unlawful purposes.
- o) The Contractor shall use weighing balance, weights and/or measures which have been verified by comparison with the standard weights or measures and stamped in accordance with the provisions of the Bombay Weights and Measures Act, 1932 as amended from time to time.

- p) The Contractor shall obtain all requisite Licences, if any required for the purpose of carrying on the Licensee's business and to abide by all the terms of the Licences so issued to the Contractor.
- q) Contractor shall take appropriate safety measures against outbreak of fire and will be held responsible in case of such an incident occurring.
- r) The Contractor will not sell any alcoholic beverages/ cigarettes nor permit any person to bring it from outside for the purpose of drinking/smoking along with other food articles which may be sold.
- s) The Contractor shall use only electrically operated equipment and shall not use any stoves/burners which uses combustible fuels in the said premises.
- r) The Contractor will be free to undertake official group bookings to serve meals elsewhere on the campus. But under no circumstances, the Contractor is allowed to cater outside the campus.
- s) The Contractor shall comply with all the provisions of the Bombay Shops & Establishment Act, Employees State Insurance Act, 1948, the Employees Provident Funds Act, 1952, the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules there under, Minimum Wages Act and any other Acts/Rules that may be applicable to him from time to time and he shall keep the Client indemnified against all liabilities and responsibilities for the Contractor's non-compliance of the provisions of the said Acts, and Schemes and in particular, laws governing employer-employee relations in respect of the staff engaged by the Contractor. The Contractor shall take out necessary license, maintain records and registers and submit returns and shall pay contributions in accordance with the said Acts in respect of the employees employed by him for the above purpose.
- t) The Contractor shall keep the said premises in a proper manner and shall from time to time carry out the necessary repairs and minor maintenance work of civil and basic plumbing, garden maintenance, electrical issues and daily housekeeping.

- u) If the Contractor expires/or adjudicated insolvent or suffers from a state of unsound mind, in that event this Agreement shall stand terminated automatically.
- v) The Contractor shall, at his own cost, maintain adequate stocks of food-grain grocery and other eatables for the satisfactory and efficient running of the cafeteria. The quality of the food stuffs and eatables shall be as per the standard required by the Licensor as per IFFC and ISO 22000 and the same will be subject to inspection by any officer authorized by the Committee appointed by the Client.
- w) No cooking on gas will be permitted in the premises.
- x) No accommodation, no changing/ resting room will be provided to the workmen of the caterer.
- y) The caterer should not outsource the contract given to him to some other party in any case. In case of such instance the contract would be terminated immediately and the caterer will be blacklisted for entering IIT Bombay in future.
- z) Only those caterers who have an establishment in Mumbai and adjoining areas shall be considered.

8. AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- a) Good quality Crockery and stainless-steel cutlery items shall be provided by the Licensee. Eco friendly and Government approved disposable crockery, cutlery as well as packaging material to be used.
- b) The Contractor shall render, at the end of every three months, an account of fittings & fixtures if any given to him by the Client and any officer duly authorized by the Client shall have a right to inspect and check these fittings and fixtures.
- c) The Contractor shall not remove any item supplied to him/her outside the premises of the Client either for the purpose of repairs or otherwise without the express permission in writing from the Client.

- d) The Contractor shall employ at their own cost and expenses sufficient and competent staff as may be reasonably required for the fulfilment of the Contractor's obligations under the agreement and shall give their professional expert guidance and supervision to the work. The Contractor or his representative shall maintain liaison with the authorized committee appointed by the Client and/or Officer and if in the opinion of the Client any staff or supervisor of Contractor is found unsuitable, the Contractor shall be liable to change the staff/supervisor forthwith.
- e) The Contractor shall be responsible for the discipline of his personnel and the Client's Standing Orders shall be binding on the Contractor and all his personnel.
- f) The Contractor will provide uniforms to his employees employed in the Cafeteria at his own cost. The uniforms supplied by the Contractor should be clean and in good condition. Washing/Laundry charges will be borne by the Contractor. Uniforms will have to be approved by the IIT Committee /Authorized Officer.
- g) The employees of the Contractor shall be in the employment of the Contractor only and not in the employment of Client. The Contractor shall be solely responsible for all acts of commission or omission of his employees and the Contractor shall indemnify the Client for any loss or damage which the Client may suffer due to any act of commission or omission of any of his employees. The Contractor shall be solely responsible for the payment of wages of his employees.
- h) This Agreement does not create any demise or tenancy or any other rights in the said premises in favour of the Contractor.
- i) The employees of the Contractor shall be provided with Gate Passes, which will entitle them to enter the premises of the Client. However, they will be subject to checking at any or every time of their entry or exit by the Client's Security Personnel and such checking will also include physical search.
- j) It is agreed that the Contractor shall not assign or part with and / or transfer his interest under the Agreement.

- k) On the Contractor observing all the terms and conditions of this Agreement faithfully, the Client agrees not to revoke or terminate the Agreement hereby granted at any time prior to the expiry of the period of three years. In case the Contractor fails to perform or observe any covenant or condition of the Agreement on or before the said date, or if the quality of catering and/or services falls below the expected level as determined by the Client or its representatives, then at any time the Agreement shall be revocable by the Client by giving at least four weeks' notice in writing to the Contractor. The notice revoking the Agreement shall be deemed to have been duly served if delivered personally or by post to the Contractor or if pasted on the outer door of the said premises. The Contractor on his part may terminate the contract agreement subject to conditions mentioned under Special Conditions in this agreement by giving at least four weeks' notice in writing to the Client.
- l) On termination of the contract the Contractor is liable to compensate cost towards making any damage caused by the Contractor or any one on his behalf or by his servants or agents either to the said premises or any part thereof or to any part of the campus provided however, that is agreed that in case the Contractor does not wish to renew the Agreement, then he shall remove himself all the belongings from the said premises as aforesaid and give vacant possession of the said premises in good and clean condition and all the equipment's in proper working condition to the Client within 15 days from the termination of the contract.
- m) The Client shall through the period of the Agreement, have full control over the said premises and every part thereof. The Client shall act through Convener, GHAC/ Manager, Hospitality or any other officer duly authorized on his behalf in connection with the said Agreement or anything to be done there under.
- n) In the event of the Contractor being involved in any litigation or dispute arising out of any act or omission on the part of the Contractor, it is agreed that the Contractor shall indemnify and save harmless the Client against all losses, claims, damages and costs incurred by the Client.

- o) The Client shall not be party to any dispute between the Contractor and his employees/ agents/ users. If the Client is still involved and incurs expenditure in any such legal proceedings, the Client will recover the same from the deposit or the Bank Guarantee of the Contractor.
- p) The Client will not be responsible for the materials of the Contractor kept in the premises and it will be the responsibility of the Contractor to keep watch on his materials/ equipment's and the Client will not be responsible in any way for any loss or damage.
- q) It is agreed by and between the parties that, termination of Leave and License Agreement entered between the parties for the premises of this Agreement will automatically terminate this Agreement.
- r) The Client shall name a single point of contact who will liaise directly with the Convener, GHAC/ Manager, Hospitality for the management of Financial, Contractual and Corporate relationship.
- s) Transparent reporting and Review meeting: The parties agree to meet on a quarterly/ Bi-monthly/ Monthly basis to discuss the appropriateness of the operations. To inform this discussion the client shall produce a log report analysing the impact of quality of food, maintenance and safety issues. Hygiene and sanitation concerns. The report shall also inform the actions taken or action awaiting decision from client to mitigate the impact.
- t) To maintain transparency to the client, the client shall maintain a complaint register or create a online feedback form for the facility of the Café users to give feedback on quality of food, service issues directly to the client and escalated to the Convener, GHAC/ Manager, Hospitality and the same issue shall be resolved within 24 hours with a proper redressal. A report shall be maintained on the incident which shall be discussed in the quarterly meeting to have solutions to rectify the issue again.

9. INDEMNIFICATION:

The Contractor shall indemnify the Client against any loss or damage that may be suffered as a result of breach of any of the provisions herein contained or otherwise due to any act or conduct of the Contractor, its staff, employees, servants and agents to the said premises or to the Client.

The Contractor shall indemnify the Client against any of its liabilities and responsibilities, in case of any injury or death of any worker / servant / agent or consumer of the Contractor even if accident might have occurred in the campus area of the Client. Still either any injured worker / servant / agent or consumer or their relative of such injured worker / servant / agent or consumer makes the Client a party in any suit and if the Client has to incur any expenditure in such legal proceedings or Order of such Courts or Tribunals or any other authority, the Client shall recover such amount from the Contractor and the Contractor shall pay the same.

10. LEGAL RELATIONSHIP BETWEEN PARTIES:

It is the express intention of the parties hereto that the relationship between the parties shall be that of Client and Independent Contractor. The parties acknowledge and agree that neither this Agreement nor any of its terms and conditions shall be deemed to create a partnership, an agency a joint venture or employee/employer relationship or that of a dependent contractor between the parties. Neither party shall hold itself out contrary to the terms of this paragraph and neither party shall become liable by any representation, act or omission of the other contrary to the terms herein.

11. ARBITRATION:

If any dispute arises amongst Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement has been legitimate, the Parties shall refer the disputes to Sole Arbitrator appointed by Director of IIT Bombay. The decision of the Sole Arbitrator shall be final and binding on both the parties. The place of the court of arbitration shall be in Mumbai. The arbitration proceeding shall be

governed by the Arbitration and Conciliation Act, 1996 as amended from time to time and shall be in the English language.

12. JURISDICTION:

Laws of India as modified from time to time shall be applicable to resolve any question, dispute, claim or differences arising out of or in connection with this agreement or breach, termination or validity thereof, such question, dispute or difference that may arise between parties. Courts in Mumbai shall have exclusive Jurisdiction to resolve the dispute between parties.

13. PENALTY LIST: As per (Annexure III a) copy attached

14. SPECIAL CONDITIONS:

- The electricity charges will be paid by the Contractor on the actual units consumed for RBTIC Café at rates fixed by the Client. The Contractor shall pay the same within seven days of issuing the bill by the Client. In the event of the meter becoming inoperative the electricity charges will be payable by the Contractor in accordance with the assessment made by the Client. Electricity charges are payable within seven days of receiving the payment notice.
- The Contractor shall maintain & upkeep of premise of cafeteria at his own cost.
- The Contractor and his employees shall obtain annual medical certificate of physical fitness from Registered Medical Practitioner. Also, when called upon by the Client subject themselves to medical examination by the Medical Officer of the Client.
- The Client shall retain the original Agreement and the Contractor shall keep the xerox copy of the Agreement.
- The Contractor shall bear and pay all the costs, charges and expenses incidental to the preparation and execution of this Agreement in duplicate.

- It is the responsibility of the contractor to keep the equipment's provided by IIT Bombay in working condition. The Contractor shall bear the expenses towards the maintenance & upkeep of furniture & equipment's provided by IIT Bombay.

IN WITNESS WHEREOF THE CLIENT AND THE CONTRACTOR HAVE EXECUTED THIS AGREEMENT THROUGH THEIR AUTHORISED REPRESENTATIVE ON THIS DAY AND YEAR FIRST HEREINABOVE WRITTEN.

Signed, Sealed and Delivered for and by the

Within named Client (Indian Institute of Technology, Bombay)

REGISTRAR

in the presence of:

1. _____
2. _____

Signed, Sealed and Delivered by the

Licensee Within named Contractor (.....)

in the presence of

1. _____
2. _____

LEAVE AND LICENSE AGREEMENT

THIS AGREEMENT OF LEAVE AND LICENCE made at Mumbai on this

..... day of, 2024, by and between INDIAN INSTITUTE OF TECHNOLOGY BOMBAY, established under the Institutes of Technology Act, 1961 having its Administrative Office at Powai, Mumbai 400076, Maharashtra, India, hereinafter referred to as 'the Licensor' of the One Part; which expression shall unless it be repugnant to the context or meaning thereof mean and include its respective heirs' executors and administrators of the One Part.

AND

..... a registered company having its office at hereinafter called "the Licensee" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title and assigns of the Other Part.

WHEREAS the Licensor are the administrators of the INDIAN INSTITUTE OF TECHNOLOGY BOMBAY, located at Powai, Mumbai 400076, Maharashtra, India, having various building premises and vacant space and absolutely entitled to use, occupy, possess and enjoy the said premises:

AND WHEREAS the Licensee is selected as a successful bidder to provide Cafe Services

- a) At the Rahul Bajaj Technology and Innovation Centre Café (RBTIC Café) having area. (Chargeable area corresponding to foot-print (as per actual, approximately 570 sq. ft.)

AND WHEREAS the parties hereto are desirous of recording the said terms and conditions:

NOW THIS AGREEMENT TO LEAVE AND LICENCE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as under: -

1. **OBJECTIVE-** The Licensee shall use the said Licensed premises only for the purpose of providing Cafe Services as mentioned in the tender documents (hereinafter referred to as “Permitted Purpose”) and for no other purpose. Other than the licensed premises, no other area adjacent to allotted licensed premises shall be used by the Licensee.
2. **TERM OF LICENSE:** The term of the license will be for a period of five years starting from , 2024 to , 2029 unless earlier terminated by the Licensor or surrendered by the Licensee in accordance with this Agreement. This Leave and License Agreement shall be renewable on the terms and conditions mutually agreed by parties. The Licensee has agreed to occupy and use the licensed premises for the said period purely on Leave and License basis. The transfer of License to any other person or company shall not be allowed under any circumstances.
3. **LICENSE FEES:** The term “License Fees” shall include license fee for the actual chargeable area at the cafe The Licensee shall pay to the Licensor, a monthly license fee of Rs.60/- per sq. ft. for the actual foot print used for the RBTIC Café. Parties here by agree that on the license fee, an annual increment of Rs. 5 per sq. ft. shall be applicable. The “License Fees” along with other charges / taxes shall be paid within the first seven days of every month, except the first three months of the contract during which the License fee is waived. If the Licensee is unable to complete one year of the contract, then he is liable to pay the Licensee fee for the first three months also. All the payments shall be accepted through Demand Draft. No payment through cheques or cash will be accepted. For any reason(s) whatsoever, (including invoking of arbitration case/court case by licensee but not limited to), if licensee uses the license premises beyond termination/expiry of license period, he shall liable to pay license fee and other charges & taxes, which shall be prevailing on the date of such expiry/termination of license.
4. **SECURITY DEPOSIT:** The Licensee shall, on or before signing of this Agreement, deposit and keep deposited with the Licensor interest free security deposit amounting to Rs. 500000/- for due, satisfactory and complete performance of all the terms and conditions of this Agreement. Any act of the Licensee which results in violation of this

Agreement shall give Licensor the right to forfeit the entire amount of the Security Deposit in addition to the right to terminate the Agreement without any notice. Licensee will be entitled to receive the said deposit after expiry of this Leave and License Agreement only after final settlement of dues between the parties.

5. **OTHER CHARGES:** The Licensee shall pay to the Licensor water charges at the fixed rate of Rs 2000/- per month. The electricity charges for electricity consumption in the said licensed premises will be paid by the Licensee to the authorities concerned and the Licensor will not be responsible for the same. If the electricity is supplied by the Licensor a separate electric meter will be provided in the said premises.
6. **TERMS AND CONDITIONS:** The Licensee agrees and undertakes to abide, observe and follow all the terms and conditions of this Agreement including, without limitation, guidelines, any other general rules & regulations of the institute issued by the Licensor and/or as may be applicable for the Licensee from time to time. Any violation the Terms and Conditions, Guidelines shall be deemed to be a breach/violation of this Agreement on happening whereof the Licensor shall have the right to terminate this Agreement as per the terms and conditions contained in this Agreement. No change in the License Agreement including the Terms & Conditions specified in the Documents shall be permissible at any stage.
7. **COVENANTS, UNDERTAKINGS AND WARRANTIES:** The Licensee further agrees, undertakes, warrants to and covenants with the Licensor as under:
 - a) The Licensee shall set up required infrastructure with all required equipment at its cost. The Licensee shall obtain all the necessary Government or Municipal Licenses and Permissions if any required.
 - b) The Licensee shall not damage in any way the said premises. The Licensee shall not carry out any work of structural construction in the said premises without written permission from the Licensor. The Licensee shall make good to the Licensor any loss or damage that may be caused to the said premises.
 - c) Licensed premises shall at all times be under the ownership, possession control and supervision of the Licensor. The Licensor shall retain possession of the said

licensed premises and shall have the right to direct the mode and manner of the use of the said Licensed Premises. Further, the Licensor or its authorized representatives shall at all times retain free and unobstructed right of access for inspection at all reasonable time during the tenure of operation.

- d) The Licensee shall not do or permit to be done upon the said premises anything which may be or become a nuisance to the Licensor, its Staff or Students. The Licensee shall not bring in or to store in the said premises any explosive materials or otherwise dangerous things that may imperil the safety of the premises, The Licensee shall not carry on any illegal business or activities, nor shall he store any prohibited articles or commodities, or items which could cause damage to the said premises.
- e) Taxes and penalties if any arising out of business / activities of Licensee shall be exclusive responsibility of Licensee.
- f) The Licensee shall not hold the Licensor responsible for or liable for any loss or damage suffered by the Licensee on account of any theft, fire or other destruction caused to or in the said premises or to any property brought by the Licensee in the said premises or by any act or omission on the part of the occupants of the other premises or to their servants or agents or visitors;
- g) Licensee shall not shall not sub-let or create interest of any kind whatsoever whether by way of tenancy, lease, sublease or otherwise is being created in favour of the Licensee in the said licensed premises or any part thereof. Licensee shall have no interest in the Licensed premises in any manner whatsoever after expiry or termination/cancellation of license agreement. On expiry or sooner determination of this License, the Licensee shall remove its employees and servants and all its belongings, articles and things from the said premises and shall hand over vacant possession of the premises to the Licensor in the same order and condition as it was when the Licensee is put in possession of the Licensed premises.
- h) Neither party shall be held responsible for non-fulfilment of their respective obligations under this Agreement due to the exigency of one or more of the force

majeure events such as but not limited to acts of God or events beyond the control of the party. The party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, in that event the License hereby created shall forthwith stand terminated.

- i) Employees of Licensee shall never be considered or treated as employees of Licensor. Licensee shall be responsible for all Employee related matters of its staff. Licensor shall not bear any liability relating Employee related matters of Licensee including but not limited to claims of Provident Fund, Employees Insurance Scheme, accommodation, health insurance etc. Licensee shall keep Licensor indemnified against any liability arising out of their employment arrangements with their employees.
- j) The Licensee shall purchase and pay requisite amount of stamps in his own name and shall pay requisite Registration / Notary charges.
- k) It is agreed by and between the parties that, termination of RBTIC Cafe Service Provider Agreement entered between the parties for the premises of this Agreement will automatically terminate this Agreement.

8. INDEMNIFICATION:

The Licensee shall indemnify the Licensor against any loss or damage that may be suffered as a result of breach of any of the provisions herein contained or otherwise due to any act or conduct of the Licensee, its staff, employees, servants and agents to the said premises or to the Licensor.

Licensee shall indemnify the Licensor against any of its liabilities and responsibilities, in case of any injury or death of any worker / servant / agent or consumer of Licensee even if accident might have occurred in the campus area of the Licensor. Still either any injured worker / servant / agent or consumer or their relative of such injured worker / servant / agent or consumer makes Licensor a party in any suit and if Licensor has to incur any expenditure in such legal proceedings or Order of such Courts or Tribunals or any other authority, the Licensor shall recover such amount from the **Licensee and the Licensee shall pay the same.**

9. LEGAL RELATIONSHIP BETWEEN PARTIES:

It is the express intention of the parties hereto that the relationship between the parties shall be that of Licensor and Licensee. The parties acknowledge and agree that neither this Agreement nor any of its terms and conditions shall be deemed to create a partnership, an agency a joint venture or employee/employer relationship or that of a dependent contractor between the parties. Neither party shall hold itself out contrary to the terms of this paragraph nor shall neither party become liable by any representation, act or omission of the other contrary to the terms herein.

10. TERMINATION:

The Licensee shall be entitled to use and occupy the licensed premises without any hindrance or obstruction of any nature whatsoever as long as the Licensee pays the "License Fees" as herein above provided and observes and performs all the terms, conditions and covenants contained; It is hereby agreed by and between the parties hereto that in case if any of the terms and conditions herein contained shall not be observed or performed, then in that event, the Licensor shall give notice in writing to the Licensee calling upon the Licensee to rectify and/or remedy the breach and in case if the Licensee fails to remedy the breach within a period of four weeks from the date of the receipt of the notice in writing in that behalf from the Licensor, then in that event, the Licensor shall be entitled to terminate this Agreement.

However, Parties to this Agreement can terminate this Agreement by giving three month's advance notice to the other party.

11. SERVICE OF NOTICE:

Any notice required to be given hereunder shall be sufficiently served on the Licensor, if forwarded by Registered Post A.D. to the Licensor aforementioned address and on the Licensee if forwarded by Registered Post A.D. to the licensed premises or by e-mail.

11. ARBITRATION:

If any dispute arises amongst Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation,

implementation or alleged material breach of any provision of this Agreement or regarding a question, including the questions as to whether the

Termination of this Agreement has been legitimate, the Parties shall refer the disputes to Sole Arbitrator appointed by Director of IIT Bombay. The decision of the Sole Arbitrator shall be final and binding on both the parties. The place of the court of arbitration shall be in Mumbai. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time and shall be in the English language.

12. JURISDICTION:

Laws of India as modified from time to time shall be applicable to resolve any question, dispute, claim or differences arising out of or in connection with this agreement or breach, termination or validity thereof, such question, dispute or difference that may arise between parties. Courts in Mumbai shall have exclusive Jurisdiction to resolve the dispute between parties.

IN WITNESS WHEREOF THE LICENSOR AND LICENSEE HAVE EXECUTED THIS AGREEMENT THROUGH THEIR AUTHORISED REPRESENTATIVE ON THIS DAY AND YEAR FIRST HEREINABOVE WRITTEN.

Signed, Sealed and Delivered for and by the

Within named Licensor (Indian Institute of Technology, Bombay)

REGISTRAR

in the presence of:

1. _____

2. _____

Signed, Sealed and Delivered by the

Licensee Within named

in the presence of

1.

2.
