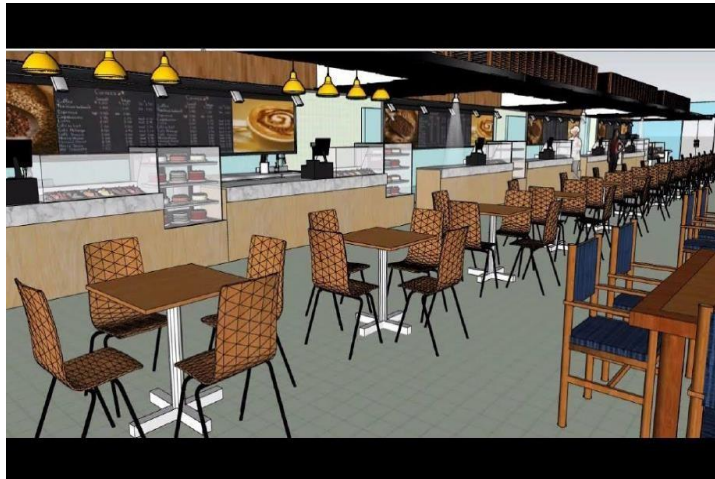




INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
Office of the Associate Dean (Student Affairs)



Lecture Hall Food Court
Tender Document for Appointment of Food Court Operator



IMPORTANT INFORMATION

Sr. No.	Particulars	Date
1.	Scope of the work	To provide Food Court Services by offering five different cuisines
2.	Tender Number	No.: IITB/Food Court/2024-06 dated 13-11-2024
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 superscribed with the Tender No. & Due Date and to be submitted to the concern department/section mentioned in tender document.</p>
4	Date of Publication	13/11/2024

5	Closing date and time	21/11/2024 (13.00 hours)
6	Validity of bid	6 months from the date of opening
7	Earnest Money Deposit	₹ 1,00,000.00 (Rupees One Lakh Only)
8	Place of submission of bids	Hostel Coordinating Unit Nandan Nilekani Main Building, IIT Bombay, Powai, Mumbai - 400076.
9	Opening date & time of Technical Bid (PART-I)	21/11/2024 (15.00 hours)
10	Place of opening the bids	VMCC, IIT Bombay
11	Date & time for presentation of technically qualified bidders (Part-I)	To be announced
12	Date & Time of site visit by Committee	To be announced
13	Opening of Financial Bids	To be announced

Appointment of Food Court Operator at The Lecture Hall Complex in IIT BOMBAY

Indian Institute of Technology Bombay (IITB) invites bids from interested Food Court Operators to run the newly designed and constructed Food Court in the Lecture Hall Complex for initial period of three years which may be extended for a further period of two years (one year each) subject to the satisfactory performance.

The tender document contains the following:

1. A brief description of the Food Court
2. Food Court timings
3. License fee
4. Other Food Court Requirements
5. Pre-requisites
6. Compensation
7. Selection of the Food Court Operator
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 Food Court Operators
 - Annexures VI & VII - Draft Food Court Operator Agreement and Draft Leave & License Agreement
15. Other terms and Conditions

1. A brief description of the Food Court

The institute would like to appoint a Food Court Operator who would Manage the Food Court by offering Five Different Cuisines like Asian, North Indian, South Indian, Street Food, and Beverages by bringing in various brands or their own in House Brands specific to the mentioned Food Court stations and Managing the entire Food Court Operations, in conjunction with the Brands along with the students, staff & visitors serving ready-to-eat-food items and hot/cold non-alcoholic beverages. These food items shall be heated/ cooled using electrically operated equipment only. The Food Court Operator shall serve these ready-to-eat-food items through Food Court designated in the building of Lecture Hall premises of the Academic area.

IIT Bombay campus has a community consisting of approximately 13000 students, 5000 campus residents and 5000 visitors. The Food Court Operator shall serve ready-to-eat-precooked-food items and hot/cold non-alcoholic beverages through service counters in the Food Court in the building of the Lecture Hall. The Food Court Operator shall use only electrically operated equipment.

The total Built -Up area is approximately 3750 sq.ft Food Court will be fully furnished

Following kitchen equipment and furniture will be provided by IIT Bombay:

- a) Tables and chairs
- b) Food Court landscaping and artworks
- c) Chimney Hobs for cooking stations
- d) Display hot product Warm lamps
- e) Cash counter
- f) Hot Bain Marie
- g) Cold Bain Marie
- h) Work top refrigerator
- i) Work Table
- j) Sink
- k) Griddle plate
- l) Deep fat fryer
- m) Pest O flash
- n) Water filter
- o) Chest freezer
- p) Weighing Scale

- q) Racks for storage in Stores
- r) Water Cooler
- s) Pot wash area

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

The Food Court Operator shall pay the rent for the footprint used approximately 700 Sq. ft. for the Kiosk and 180 Sq.ft. of common storage.

Electricity and water charges for the Food Court shall be borne by the Food Court Operator.

2. Food Court Timings

The timings for the Lecture Hall Food Court shall be from 8:00 a.m. to 8:00 p.m.

3. License Fee

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

4. Other Food Court Requirements

The Food Court Operator should necessarily have experience of running a registered food outlet and have a central kitchen within a desirable distance 10-12 Kms from IIT Bombay. Powai campus. 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 Food Court Operator shall be done by use of color coding. The Food Court Operator 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 Eateries Committee The Food Court Operator shall be providing the service to the institute directly & not through any intermediary / franchisee. Further, the Food Court Operator shall be responsible to obtain all the required permits including the health license from MCGM needed to run a Food Court.

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 Food Court Operator) shall have quality brands and presence in Educational Institutes, PSUs, Industrial Catering (Corporate parks, MNCs) in major cities including Mumbai with a market presence of at least min 3 years (incorporation certificate to be enclosed).
- II. These Food Courts 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/brands shall have HACCP certificate , ISO 22000 food safety certification and appropriate FSSAI compliance, Shop & Establishment license, etc. (i.e. whatever certificates/ approvals needed to run such a Food Court). (Annexure I)
- III. The applicant (the Food Court Operator) should have an average Annual Financial turnover of minimum ₹5 Crores during the last three years ending 31st March 2024. This should be duly audited by a chartered Accountant. **(Annexure III)**
- IV. The applicant (the Food Court Operator) shall be a registered company with Certificate of Incorporation, Memorandum of Association and Article of Association.
- V. The applicant (the Food Court Operator) should not have incurred any loss in last three years ending 31st March 2024 duly certified by a chartered accountant.
- VI. EMD of ₹ 1,00,000/- (Rupees one lakh only) in the form DD 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. EMD and turnover exemption for registered MSME certificate bidders as applicable in GFR 2017.
- 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 Food Court premises or on campus without prior permission.
- IX. Rental to be started only once the Food Court Operator occupy the space after starting providing services.
- X. The rates quoted by the Food Court Operator 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 this office as part of the tender documents.

6. Compensation

On expiry/termination of the 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 willful damage (except normal wear and tear) will be deducted from the Security Deposit.

7. Selection of the Food Court Operator

The tender is published to invite proposals from reputed & registered companies engaged in providing Food Court service in educational Institutions/ PSUs/ Industrial Catering (Corporate parks, MNCs) in major cities including Mumbai with a market presence of at least 3 (Three) years.

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

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 envelope** "Technical Bid Envelope" shall consists of all the documents mentioned in point 8:

- a) Annexure I to III.
- b) EMD.
- c) Supporting documents to show the Food Court Operators meeting the pre-requisites (experience certificates from the organisations).

- d) Acceptance of terms and conditions form (Annexure-V).
- e) Proposal describing the '**Food Court Service Operators**', the Food Court Operators can offer to the institute
- f) The proposed plan from Food Court Operators in 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 Food Court Operators' 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 and 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).

8. Copies of following documents to be provided with the Technical Bid (Envelope-1)

- a) Dully filled annexures (Annexures I, II, III & V).
- b) Latest Bank solvency certificate of amount of Rs 30 lakhs.
- c) Income tax return certificate -last three years.
- d) Copy of PAN Card of the establishment or owner.

- e) Shop and Establishment License issued by Municipal Corporation.
- f) ISO 22000:2018 Food Safety Management Systems 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.
- j) Balance Sheet and Profit and Loss Account in the last three years.
- k) Partnership deed (If applicable).
- l) Incorporation certificate
- m) GST certificate
- n) Experience certificate from the establishment on their letter head.
- o) In case the Food Court Operator is running his own establishment, **at least one** reference establishment where Food Court 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) Permanent Account No. (PAN)
- 9) Name of Bankers with full address:
- 10) Provident Fund Code No.
- 11) ESIC Registration No.
- 12) GST Registration No.
- 13) Employment Organizational Structure (**separate sheet to be attached**)
- 14) The proposed plan from Food Court Operators meeting the infrastructural requirements mentioned in the tender document along with **Infrastructural plans, Waste disposal plan and plan bringing food/snack from central kitchen area to IIT Bombay** (copy to annexed).

Date:

Signature(s) of Applicant(s)

Place:

Name

Annexure-II

1. Details of food outlets / Food court.

Sr. No.	City	Address & Contact No.	Food Court / food outlet

2. Details of Central kitchen (within distance of 10-12 Km from IIT Bombay)

Sr. No.	Address & Contact No.	Distance from IIT Bombay

3. Years of providing Food Court services to educational institutes/ Govt. organizations/ PSU's/ MNC's.

Sr.No.	Name of Organization	Duration	No of Year's	Amount of work Order

4. Feedback from 3 clients, experience to be given separately on letter head of individual company mentioned in point 3 above.

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

Date:

Signature(s) of Applicant(s)

Place:

Name

FINANCIAL STATEMENTS OF ACCOUNTS

1. Financial Analysis - Details provided should be duly supported by figures in Balance Sheet/Profit and Loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

PARTICULARS	FINANCIAL YEAR		
	2021-22 (a)	2022-23 (b)	2023-24 (c)
Gross Annual Turnover (In crore)			
AVERAGE TURNOVER (a+b+c)/3 :			
Profit/ Loss			
Certified by			
Date: Place:	Signature(s) of Applicant(s) Name of bidder		
Countersigned by certified Chartered Accountant (original copy)			

Annexure - III (A)

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

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. Certificate of Incorporation
 - I. Partnership deed (If applicable).
 - II. Memorandum of Association / Article of Association
 - III. Latest Bank solvency certificate of amount of Rs 30 Lakhs
 - IV. Income tax return certificate -last three years
 - V. Any other certificate (specify)
 - VI. Shop and Establishment License issued by Municipal Corporation
7. Balance Sheet and Profit and Loss Account in the last three years
8. In case the Food Court Operator is running his own establishment, at least one reference establishment where Food Court 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.

10) Financial Bid

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.

Sl.no	Counter Details	Items	Grammage	Rate in ₹	Rates to be Proposed by Food Court Operator	Any Remarks
(a)	(b)	(c)	(d)	(e)	(f)	(g)
Beverages	Counter 1					
	Juices	Watermelon	250ml	50		
		Orange	250ml	40		
		Sweet lime	250ml	40		
		Muskmelon	250ml	50		
		Carrot and Chia	250ml	60		
		Beet and Celery	250ml	50		
	Shakes	Chocolate	250ml	60		
		Irish Coffee	250ml	60		
		Crunch Butterscotch	250ml	60		
		Seasonal fruit Shake	250ml	60		
		Seasonal Smoothie	250ml	60		
	Tea/Coffee	Karak Chai	80ml	20		
		Lemon tea	80ml	20		
		Honey Lemon mint Tea	80ml	35		
		Kahwa	80ml	25		
		Camomile	80ml	25		
		Brewed Coffee	100ml	50		
		Filter coffee	80ml	25		
		Cold Press Coffee	80ml	50		
	Icecreams	Flavours of the Month	1 scoop	60		
		TOTAL OF COLUMN (f) [A]				
Street Food	Counter 2					
(a)	(b)	(c)	(d)	(e)	(f)	(g)
		Plain Sandwiches (size....)	2 triangles	90		Sandwich bread- Multigrain bread
		Burgers with Cole slaw and fries	4" bun	130		Sandwich bread- Multigrain bread

Sl.no	Counter Details	Items	Grammage	Rate in ₹	Rates to be Proposed by Food Court Operator	Any Remarks
		Grilled Sandwiches with Cole slaw and fries	2 triangles	140		Sandwich bread- Multigrain bread
		Pizzas	10"	140		
		Momos	4pc	60		
		Plain Maggi	100 gram	35		
		Chaat (min. Rate not to exceed (₹ 50)		50		
		Vada Pav		20		
		Misal Pav		70		
		Calcutta Roll (min. Rate not to exceed (₹ 120)		80		
		Indori Poha		40		
		TOTAL OF COLUMN (f) [B]				
S.Indian	Counter 3					
		4 types of Dosas (min. Rate not to exceed (₹ 90)	150 grams	80		Sambar & chutney
		4 types of Uttappam. (min. Rate not to exceed (₹ 100)	150 grams	100		Sambar & chutney
		4 types of Idli (min. Rate not to exceed ₹ 80)	150 grams	80		Sambar & chutney
		Upma	100 grams	60		Sambar & chutney
		Sheera	100 grams	60		
		Medu Wada	2pcs	70		Sambar & chutney
		Dahi Bhaat	200 grams	80		Papad pickle
		Bissi Belle Bhaat	200 grams	130		Papad pickle
		Meal Box	450 grams	140		Sweet included
		Special Meal Box	650 grams	150		Sweet and Snack included
		Mini Meal Box	350 grams	120		Staple meal box
		TOTAL OF COLUMN (f) [C]				

Sl.no	Counter Details	Items	Grammage	Rate in ₹	Rates to be Proposed by Food Court Operator	Any Remarks
N.Indian	Counter 4					
		Paranthe Chhole	1 paratha	80		Dahi, Pickle
		Chhole Bhature	1 bhatura	70		Dahi, Pickle
		Rajma Chawal	200 grams	130		Dahi, Pickle
		Meal Box	450 grams	140		Sweet included
		Special Meal Box	650 grams	170		Sweet and Snack included
		Mini Meal Box	350 grams	120		Staple meal box
		TOTAL OF COLUMN (f) [D]				
Asian	Counter 5					
		Asian Rice 4 type	250 grams	130		
		Noodles 4 types	250 grams	130		
		Asian Stir fry	250 grams	100		
		Asian Curries	250 grams	120		
		Asian Meal Box	450 grams	160		
	Packing material for take away			10		
		TOTAL OF COLUMN (f) [E]				
		TOTAL OF (A + B + C + D + E)				
		(In words)				
						Stamp & Signature

**Declaration for acceptance of tender terms and conditions
(On Company / firm's Letterhead)**

To,
Associate Dean (SA)
1st. Floor, Nandan Nilekani Main Building,
I.I.T. Bombay,
Powai, Mumbai -
400 076.

Sir,

We, M/s (name of the firm), with ref. to
Tender no. IITB/Food Cour/2024-06 dated 13/11/2024 hereby undertake that:

I / we carefully gone through terms and conditions as mentioned in the above referred tender document. I / we declare that all the provisions of this tender are acceptable to my company. I / we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,
(Signature of the bidder) Seal

Date:

Business Address:

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	NesFood Court, Bru, Tata, MR
Ice Cream	Amul, Mother dairy, Kwaliti 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
Corn flour/ Rava	Satyam, MTR packed materials from Metro/ D mart/ Big Bazaar/ Big basket

Food Court Operators may use any other FSSAI-approved brands, only if permitted by the Eateries Committee. **Ajinomoto, Baking soda/ MSG and Artificial Food colors is strictly prohibited.** Violation of any of the rules will lead to heavy penalties, with a minimum of ₹ 1000 or higher as deemed fit by the Eateries Committee.

12. SCORE SHEET for the purpose of evaluation of Technical Bid

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

PART -I			
Sr. No.	Item	Max Points	Max Points
1	For Annual Average Turnover up to 5 Crore For Annual Average Turnover from 5 to 10 Crore For Annual Average Turnover more than 10 Crore (Annual Average Turnover of the last 3 years)	5 7 10	10
2	Years of providing Food Court services to educational institutes/ Govt. organizations/ PSU's/ MNC's For experience up to 3 years For experience up to 3 to 5 years For experience more than 7 years	5 7 10	10
3	Employment Organizational Structure	10	10
4	Feedback from clients (3 clients including present) For feedback from 1 client For feedback from 2 clients For feedback from more than 2 clients	5 7 10	10
PART -II			
Sr. No.	Item	Max Points	
1	Visit to canteen/ Food Courtier & central kitchen of vendor	40	
2	Sustainable Strategies and User-friendly Practices followed by Vendor.	10	
3	Presentation to committee with the policy for operation & management, maintaining hygiene, waste disposal etc.	10	

13. PENALTY LIST

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

Sr. No.	Rules Violation	Fine/ Penalty on each default*
1	Veg and non-veg items prepared on the same utensils	₹ 20000
2	Feedback registers not available	₹ 2000
3	Repeat offense/ non-compliance	₹ Three times the initial amount of fine
4	Not reporting the issue on time	₹ 1000
5	Unhygienic food with foreign material (insects/ housefly, plastic, hair, etc.)	₹ 2500
6	Non-use of disposable headgear and gloves by staff	₹ 500 per staff
7	Kitchen area/ work tables/ stores not clean	₹ 2000
8	Use of items not per specifications provided	₹ 5000 per item
9	Not displaying the price list	₹ 5000
10	Handling of food items with bare hands	₹ 5000
11	Cutlery, crockery, utensils not clean	₹ 2000
12	Food not served in time	₹ 1000
13	Selling items without approval of Eateries Committee	₹ 3000
14	Selling items at higher than approved rates	₹ 3000
15	Selling items at rates higher than MRP	₹ 3000
16	Misbehavior of the staff	Fine (incident based) will be decided on the recommendation of Eateries Committee
17	Selling/ storage of expired items	₹ 15000

18	Adulteration in milk and other food items	₹ 10000
19	Items not available as per menu	₹ 3000
20	Cutting vegetables in open areas	₹ 1000
21	Number of monthly complaints submitted to Eateries Committee: a) 15 complaints in a month b) More than 15 complaints in a month	₹ 5000 Action as per recommendations of Eateries committee
22	Staff without uniform	₹ 3500 per staff
23	Non-compliance of environment friendly waste disposal	₹ 2000 per day

(*Final penalty to be decided by the Eateries Committee.)

14. Agreements

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

- a) Food Court Operators Agreement with IIT Bombay. Legal status of the Food Court Operators shall be that of independent contractor (**Annexure VI**).
- b) Leave and License Agreement with IIT Bombay. Legal status of the Food Court Operators shall be that of the Licensee. (**Annexure VII**)

(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 service provider is appointed, additional items can be added on menu. For such additional items, prices will be fixed in consultation with Eateries Committee. Price of items can be renewed every year in consultation with

Eateries Committee. 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 of IIT Bombay, giving due undertaking for their character and antecedents.
- VI. No staff of the vendor can stay overnight in the IIT Bombay campus or beyond reasonable hours after, before closing or opening time of the Canteen.
- VII. The vendor shall be responsible for the proper conduct 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, ESI 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 (Regulation & Abolition) Act, 1971 and its Central rules, Minimum Wages Act, 1948 and its Central rules, EPF & MP Act, 1952, ESI Act, 1948 and all other concerned Acts/Rules/Laws.

ANNEXURE VI

FOOD COURT OPERATOR AGREEMENT

THIS FOOD COURT OPERATOR 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 Food Court Services at the Lecture Hall premises

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 Food Court Operators 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 on the Ground Floor, Lecture Hall premises given by the Client on leave and license basis only for the purpose of providing Food Court 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 Three years starting from , 2024 to , 2027 unless earlier terminated by the Client or surrendered by the Contractor in accordance with this Agreement. This Food Court Operator 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 food court operator 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 ₹ 500,000 (Rupees 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 Food Court, each Client shall pay water charges of ₹ 1600 (Rupees One Thousand Six Hundred 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 herein above.
- 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 Food Court premises, furniture, utensils, crockery and cutlery in clean and hygienic condition to the satisfaction of the by Eateries Committee. Housekeeping/Sanitary equipment and consumables will be the responsibility of the Contractor.
- k) The Service provider shall be solely responsible for the maintenance of that equipment and any other property provided by the institute (for instance furniture etc) .the service provider shall maintain the active status of all required AMCs and submit a 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 Licenses, if any required for the purpose of carrying on the Licensee's business and to abide by all the terms of the Licenses 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.
- t) The Contractor will be free to undertake any official group bookings to serve meals elsewhere on the campus. But under no circumstances, the Contractor is allowed to cater outside the campus. 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 apply 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 licenses, maintain records and registers submit returns and shall pay contributions in accordance with the said Acts in respect of the employees employed by him for the above purpose.
- u) 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.
- v) If the Contractor expires/or is adjudicated insolvent or suffers from a state of unsound mind, in that event this Agreement shall stand terminated automatically.
- w) 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 Food Court. The quality of the food stuffs and eatables shall be as per the standard required by the Licensor as per agreement and the same will be subject to inspection by any officer authorized by the Committee appointed by the Client.
- x) No cooking on gas will be permitted on the premises.
- y) No accommodation, no changing/ resting room will be provided to the workmen of the Food Court Operator.

z) The Food Court Operator 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 Food Court Operator will be blacklisted for entering IIT Bombay in future.

Z1) Only those Food Court Operators who have an establishment in Mumbai and adjoining areas shall be considered.

8. AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO 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 authorised 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 authorised 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 Food Court 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/ Authorised 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 Estate Office 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/ use 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 Service Provider Shall Name a Single point of Contact who will liaise directly with the Eateries Committee for the management of the 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 Service Provider shall produce a Log Report analyzing 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 Service Provider shall maintain a Complaint Register or create a Online Feedback form for the facility of the Food Court users to give feedback on Quality of Food, Service issues directly to the Service Provider and escalated to the Eateries Committee 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.

1. 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.

2. 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.

3. 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 Lecture hall Food Court 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 & up-keeping of premise of Food Court 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 THEREIN ABOVE 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 Food Court Services

- a) At the Lecture Hall premises Food Court (Lecture hall Food Court) having area. (Chargeable area corresponding to foot-print (as per actual, approximately 908.33 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 Food Court 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. **LICENSE FEES:** The term "License Fees" shall include license fee for the actual chargeable area at the Food Court 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 Lecture hall Food Court. 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. (Only Under exceptional circumstances when the contractor cannot start the services on given date due to legalities) 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.
3. **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 500,000 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.

4. **OTHER CHARGES:** The Licensee shall pay to the Licensor water charges at the fixed rate of ₹ 1600 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.
5. **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.
6. **COVENANTS, UNDERTAKINGS AND WARRANTIES: The Licensee further agrees, undertakes, warrants to and covenants with the Licensor as under:**
 - a) The Licensor shall set up required infrastructure with all required equipment at its cost.
 - b) The Licensee shall obtain all the necessary Government or Municipal Licenses and Permissions if any required.
 - c) 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 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 the Licensee shall never be considered or treated as employees of the Licensor. Licensee shall be responsible for all Employee-related matters of its staff. Licensor shall not bear any liability relating to Employee-related matters of Licensee including but not limited to claims of Provident Fund, Employees Insurance Scheme, accommodation, health insurance etc. The licensee shall keep the Licensor indemnified against any liability arising out of their employment arrangements with their employees.
- j) The Licensee shall purchase and pay the 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, the termination of Lecture Hall Food Court Operator 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.

12. 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.

13. 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 HEREIN ABOVE WRITTEN.

Signed, Sealed and Delivered for and by the

Within named Licensor (Indian Institute of Technology, Bombay)

REGISTRAR

in the presence of:

1. _____

2. _____

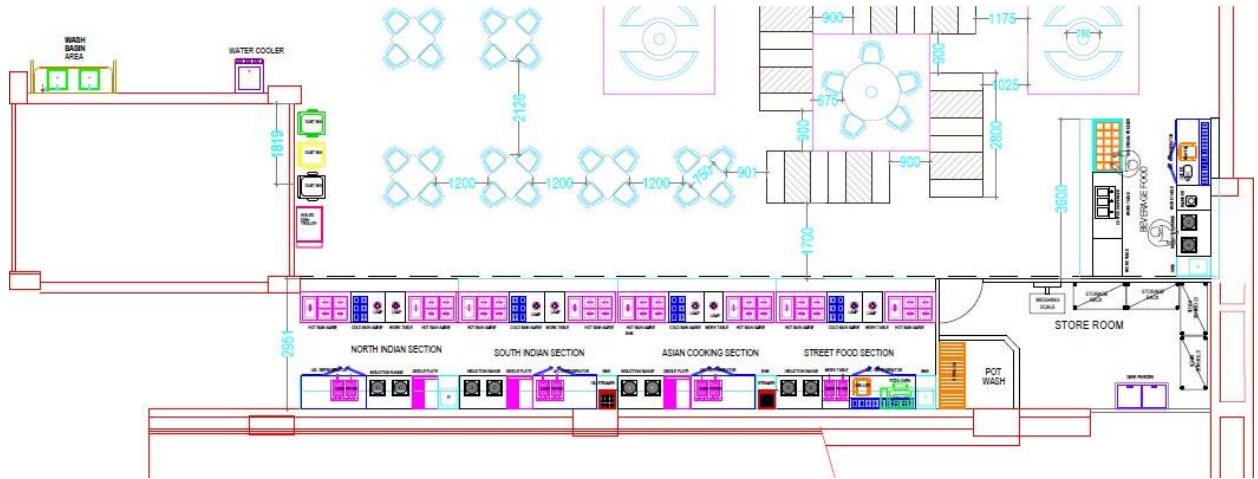
Signed, Sealed and Delivered by the

Licensee Within named

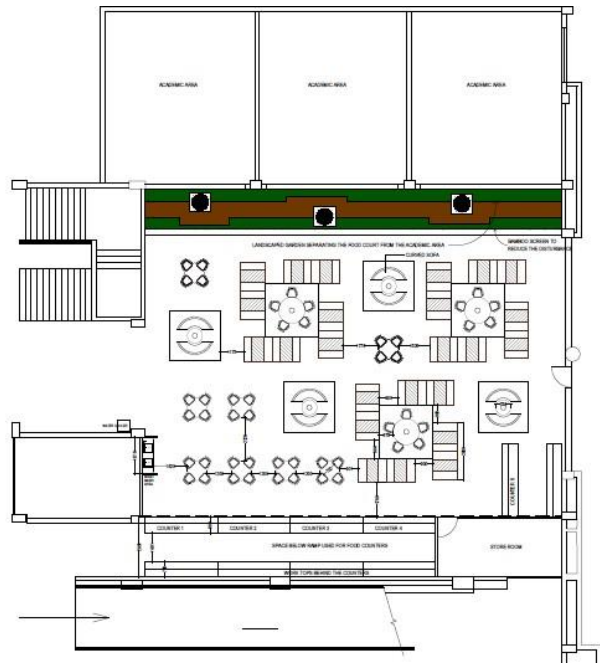
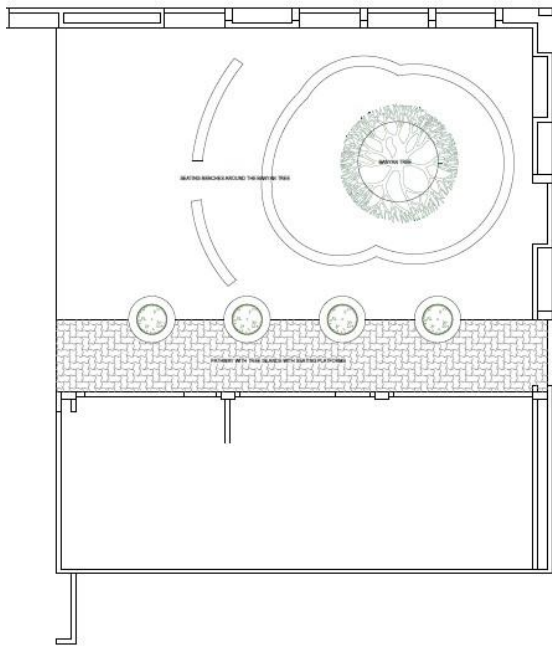
in the presence of

1. _____

2. _____



Stalls with kitchen Equipment's layout



Over all Layout of Food Court