



## **Café-92**

**Tender Document for Appointment of Service provider**

**INDIAN INSTITUTE OF TECHNOLOGY, BOMBAY**  
**Design cell**

## **Appointment of Café Service Provider for (Café-92) in the Academic area**

Indian Institute of Technology Bombay (IITB) invites tender from interested café service providers to run cafés -92 in the academic area. 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.
- 8) Documents to be provided with the Technical Bid ( Enevelope-1)
- 9) Important Dates
- 10) Brands of Consumables
- 11) SCORE SHEET ( Central Kitchen / out let
- 12) Financial Bid ( Enevelope-2) separate file in Excel format
- 13) Draft Agreements

Annexures 1 & 2 – Forms to be filled by interested café service providers

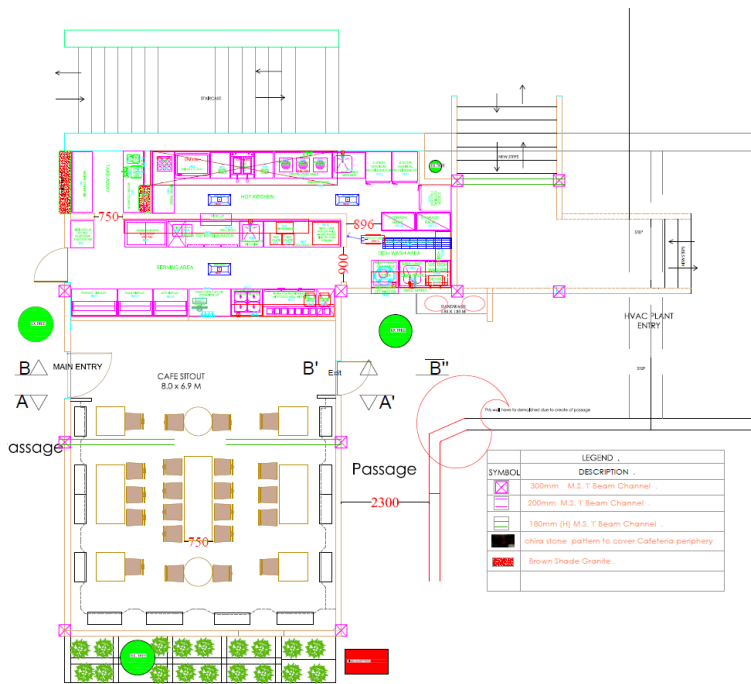
Annexures 3 & 4 - Draft Café Service Provider Agreement and Draft Leave & License Agreement

### **1) A brief description of the café service & café locations**

The institute would like to appoint a café service provider who would serve the students, staff & visitors ready-to-eat-food items and hot/cold non-alcoholic beverages. These food items shall be heated/cooled using electrically operated equipment only. The café service provider shall serve these ready-to-eat-food items through cafes -92 next of SOM in the Academic area.



3d View of café -92



Layout of the Café -92

IIT Bombay campus has a community consisting of approximately 10000 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 locations given above. The café service provider shall use only electrically operated equipment.

The café 92 is under construction and will be ready in a few months. Date of opening will be decided based on mutual discussions between Cafe service provider and IIT Bombay.

The total build up area is Approx 1100 Sqft with open terrace for sitting. Cafe will be fully furnished (list of the Items to be provided by the Institute are listed below:

**Kitchen equipments / and Furniture to 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

**Some of the major Kitchen equipments to be brought by cafe service provider**

- a) Induction ranges
- b) Coffee machine
- c) Coffee grinder
- d) Water filter
- e) VSI cooler
- f) Chest freezer
- g) Juicer
- h) Mixer
- i) Microwave
- j) Pizza oven
- k) Sandwich griller

#### l) Sanitizers and Stands

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.

The café service provider shall pay the rent for the foot print used Electricity and water charges for the café and the sitting area shall be borne by the café service provider.

#### **2) Café Timings**

The timings for the campus café shall be from 8:00 a.m. to 7:00 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 service provider should necessarily have experience of running a registered food outlets and have a central kitchen with in the radius of 10-12 km off IIT,Bombay. These outlets/ central kitchen will be reviewed and visited by members from 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 use of colour coding. The café service provider shall serve all the items mentioned in the financial bid. In addition to the above, the service provider is free to serve other items in consultation with IIT Bombay. 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. Left overs should be carried back in the evening

## 5 Pre-requisites

- I. The applicant (the café service provider) shall have up market cafes in major cities including Mumbai with a market presence of at least 5 years. 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 café 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 1-Form A)**
- II. The applicant (the café service provider) should have an average gross annual financial turn over 10 Crore during the last five years ending 31st March 2021. This should be duly audited by a chartered Accountant. **(See Annexure 2 -Form B)**
- III. The applicant (the café service provider) shall be a registered company with Certificate of Incorporation, Memorandum of Association and Article of Association.
- IV. The applicant (the café service provider) should not have incurred any loss in last three years ending 31st March 2020 duly certified by a chartered accountant.
- V. EMD of Rs.25,000/- (Rupees twenty five thousand 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 after finalization of tender and the EMD of the successful bidder shall be returned after submission of security deposit.
- VI. Once the service provider is appointed through due process, the service provide 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)
- VII. The applicant should not have any operational or other collaboration with the Cafe service providers or caterers currently present on IIT Bombay campus
- VIII. The Cafe service provider should not have any association with the existing Cafe service providers or caterers operating in the campus. Moreover, any areas currently being used as a kitchen by other outlets cannot be used for the café as bulk kitchen
- IX. Merchandising/other advertising cannot be done in the café premises or on campus without prior permission.
- X. Rental to be started only once the Cafe service provider occupy the space
- XI. The rates quoted by the Cafe service provider will be valid for six months from the day the tender is summitted

**Appropriate documents should be provided in prescribed format as proof in meeting the pre-requisites.**

#### **6) Compensation**

No compensation shall be given to Cafe Service Provider for the services rendered by him. While giving financial offer, Cafe Service Provider is required to give due attention to this condition.

#### **7) Selection of the Café Service Provider**

The tendering process shall be through two stage bidding process wherein the interested parties shall submit documents in two separate envelopes.

The first envelop shall consists of self introduction of the Cafe Service Provider, proposal describing the 'café service' the Cafe Service Provider can offer to the institute, supporting documents to show the Cafe Service Provider meeting the pre-requisites and the proposed plan from Cafe Service Provider in meeting the infrastructural requirements mentioned in the tender document.

The second envelop shall contain the financial quotation that will specify the Cafe Service Provider's financial offer.

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 assessed for food quality. 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, food taste, presentation, service etc. Marks (70-30) 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. Prices will be fixed with mutual consent. Prices for the common desirable menu shall be rounded off to nearest integer. Price of items can be renewed every year. 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**

1. In case the Cafe service provider is running his own establishment: At least one References establishment where Cafe service provider has provided service in the past or present
2. Photocopy of the following documents
  - a. Bank solvency certificate
  - b. Income tax return certificate -last three years
  - c. Copy of PAN Card of the owner of establishment or the establishment itself
  - d. Certificate from FDA, food outlet

- e. Shop and Establishment Licence issued by Municipal Corporation
- f. Details about PF/ESIC registration (If applicable)
- g. Balance Sheet and Profit and Loss Account - last two years
- h. Partnership deed (If applicable)
- i. Sales Tax certificate

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

## 9) Agreements

Successful bidder is required to execute following two agreements-

- a) Cafe Service Provider Agreement with IITB. Legal status of the Cafe Service Provider shall be that of independent contractor **(see Annexure III)**
- b) Leave and License Agreement with IITB. Legal status of the Cafe Service Provider shall be that of the Licensee. **(See Annexure IV)**

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

## 10) Important Dates:

The institute has kept the following dates for potential Cafe Service Providers who would like to visit the premises.

S.No.	Event	Date & Time
1	<b>Advertising Tender</b>	<b>11.08.2021 at 17: 00 hrs</b>
2	<b>Visit to Locations</b>	<b>17.08.2021 , 15:00 to 17: 00 hrs</b>
3	<b>Pre-Bid Meeting</b>	<b>20.08.02021 at 15:00 to 17: 00 hrs</b>
4	<b>Last date for Submission of offer and time</b>	<b>03.09.2021 by 17: 00 hrs</b>

The venue for pre-bid meeting will be Dean ( IPS Conference room ) Main Bldg 1<sup>st</sup> floor )

Prospective bidders are encouraged to attend this meeting, but it is not mandatory. The deadline for submission of technical and commercial bids, containing documents stated in later part of this tender document, along with an **EMD of Rs. 25,000/- is 03.09.2021 by 17: 00 hrs**



Demand draft of this amount should be made in favour of Registrar, IIT Bombay payable at Mumbai. The EMD amount will be refunded to unsuccessful bidders at the time of the award of the contract.

**Address for submission of the bid is:**

Office of Dean (IPS) 1<sup>st</sup> Floor, Main Building, IIT Bombay Powai, Mumbai-400076.

Person to be contacted: U.Ramesh, ATO, Design cell Phone: 022-25767012

**Annexure 1**

1. Name of applicant/company:
2. Presence—National or International:

**FORM 'A'**

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)

(a) An individual

(b) A proprietary firm

(c) A firm in partnership

A limited company or Corporation

If any other, specify

7. Particulars of registration with various Government bodies (attach at stated photocopy)

Organization/Place of registration

Registration No.

1.

2.

3.

8. If Partnership Firm, names of partners/If Company, name of Directors: i)

ii)

ii)

9. Name of Bankers with full address:

10. Provident Fund Code No.

11. ESIC Registration No.
12. GST Registration No.
  
13. Permanent Account No. (PAN)
14. ISO 22000 registration certificate
15. FSSAI certificate
16. Certificate of Incorporation
  
17. Memorandum of Association
18. Article of Association
19. Any other certificate (specify)

**Signature(s) of Applicant(s)**

**Name**

**Address**

**Signature**



**Annexure II**

**FORM "B"**

**FINANCIAL INFORMATION**

- 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).

Particulars	Financial Year				
	14-15	15-16	16-17	18-19	19-20
i) Gross Annual turnover (In Lakhs)					
i) Profit/Loss					
i) Certified by					

II. **The following certificates are enclosed:**

- (a) Previous three years Income Tax returns files with the income tax department/Profit & Loss account

**Signature of Applicant(s)**

## 10) BRANDS OF CONSUMABLES PERMISSIBLE

Item	Brand
Salt	Tata, Annapurna, Nature fresh, Ashirwad, Nirma, Saffola, Captain cook, Laxmi Food and Spices
Spices	M.D.H. Masala, Knorr, Catch, Everest, Mothers, Nilons, MTR, Priya, 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, TheMaharashtra Agro Industries Dev.Corpo.Ltd.
Oil (Sunflower)- Refined	Sundrop, Godrej, Saffola, Fortune, Nature Fresh, Dhara use of Hydrogenated (vanaspati) oil is strictly prohibited
Pickle	Mother's, Priya, Tops, Nilon's, MTR, Bedekar, Laxmi Food and Spices, The Maharashtra Agro Industries Dev.Corpo.Ltd.
Atta/ Maida	Ashirwad, Pillsbury, Annapurna, Samrat, Nature fresh, Patanjali, Shakti, Bhog
Instant Noodles	Maggi, Top Ramen, Yippee, Ching's secret, Patanjali
Flavoured drinks	Rasna, Roohafza, Mapro, Laxmi Food and Spices
Papad	Lijjat, Ganesh, Shreeji, Ramdev, Mothers
Butter	Amul, Mother dairy, Govardhan, Britannia, Kquality, Warana(use of margarine or any other butter substitutes are prohibited)
Bread	Modern, Kquality, Wibs, 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, Britannia, Gits, Nestle, Everyday, Dynamix, Vadilal, Warana

Shrikhand	Amul Warana, Chital
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 (offseason), Al kabeer, Vadilal
Cheese	Amul, Mother Dairy, Britannia, Warana, Govardhan
Kolum Rice	Royal, Donur, Kohinoor, India gate
Basmati Rice for special 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 / UradDal / Chana Dal	Tata, India gate, MTR Packed materials from Metro / Dmart / Big Bazaar /Bigbasket
Sugar	Madhur, Mantra, Satyam, MTR Packed materials from Metro / Dmart / Big Bazaar /Bigbasket
Cornflour / Rava	Satyam Packed materials from Metro / Dmart / Big Bazaar /Bigbasket

Cafe service providers may use any other FSSAI approved brands only if permitted by the Eateries Committee or Hostel Affairs council. Ajinomoto 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 Committee.

### 11) SCORE SHEET ( Central Kitchen / out let )

#### Food Outlet

##### 1) Café Requirements

Distance from IIT, Bombay Campus:

Visited By:

Date:

Sr. No.	Particulars	Remarks
<b>A</b>	<b>CAFÉ STAFF: PERSONAL HYGIENE</b>	
1	Effective Head gears & Aprons are properly worn	
2	Staff chewing gum, smoking and/or using tobacco	
<b>B</b>	<b>FOOD PREPARATION</b>	
1	Food stored in refrigerator are in proper container & covered	
2	Vegetables are properly cleaned stored	
3	Utensils are properly Washed, Rinsed and Wiped with cloth	
4	Veg & Non-veg utensils are properly separated with Signage	
5	Filtered water is used for cooking	
6	Edible Sunflower oil used	
7	Water-testing done in lab	
8	Food-testing done in lab	
<b>C</b>	<b>COLD HOLDING</b>	
1	Refrigerators are Clean and Maintained	
<b>D</b>	<b>CLEANING</b>	
1	Worktable surface is Clean	
2	Cafe tables are Clean	

3	Floor is mopped	
4	Equipment and utensils are clean	
5	Storage areas are clean	
6	Hot water from Geyser for cleaning utensils/crockeries	
7	Pest Control activity done	
<b>E</b>	<b>GARBAGE STORAGE AND DISPOSAL</b>	
1	Kitchen garbage cans are separated with Wet & Dry garbage	
<b>F</b>	<b>Food Testing by Admin team</b>	
<b>G</b>	<b>Compliance Documents checked</b>	

**Total Marks (out of 70)**

1) Distance of Central kitchen from IIT, Bombay Campus \_\_\_\_\_

2) Total area of Central Kitchen \_\_\_\_\_

Remarks/Feedback/Complaints/Suggestions:

1. \_\_\_\_\_  
 \_\_\_\_\_

2. \_\_\_\_\_  
 \_\_\_\_\_

3. \_\_\_\_\_  
 \_\_\_\_\_

**Committee Members visited**

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_



### Annexure III

#### CAFE SERVICE PROVIDER AGREEMENT

THIS CAFE SERVICE PROVIDER AGREEMENT made at Mumbai on this ..... day of ....., 2021, 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 to provide Cafe Services at-

a) At the Academic Area ( café-92 )

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 HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as under : -

1.OBJECTIVE- The Contractor shall use the said premises given by the Client on leave and license basis 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 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 ..... , 2021 to ....., 2024 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.

#### OTHER CHARGES:

The Client will provide water to the Contractor, for operating the Cafeteria each Client shall pay **water charges of Rs.1600/- (Rs. One Thousand Six Hundred only) per month.**

#### 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.

#### 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 willful 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 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 allow the Client, its servants or agents at all times to enter upon and to view the said premises and the condition thereof.
  - l) The Contractor shall not make use of the premises for any illegal, immoral or unlawful purposes.
  - m) 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.
  - n) 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.
  - o) Contractor shall take appropriate safety measures against outbreak of fire and will be held responsible in case of such an incident occurring.
  - p) 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.

- q) 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 from time to time.
- 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 electrical nature.
- 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 ISO22000 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 Cafe service provider
- y) The Cafe service provider should not outsource the contract given to him to some other party in any case. IN case of such an instance the contract would be terminated immediately and the Cafe service provider will be blacklisted for entering IITB in future.
- z) Only those Cafe service providers who have an establishment in Mumbai and adjoining areas shall be considered.

**AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES  
HERETO AS UNDER:-**

- aa) Crockery and cutlery items shall be provided by the Licensee as per the following specifications given by the Licensor :
  - i) Good quality melamine crockery & stainless steel cutlery / paper cups, plates, recyclable spoons and forks and takeaway packaging materials.
- bb) 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.
- cc) 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.
- dd) The Contractor shall employ at their own cost and expenses sufficient and competent staff as may be reasonably required for the fulfillment 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.
- ee) 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.
- ff) 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.
- gg) 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.
- hh) This Agreement does not create any demise or tenancy or any other rights in the said premises in favour of the Contractor.
- ii) 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.

- jj) It is agreed that the Contractor shall not assign or part with and / or transfer his interest under the Agreement.
- kk) 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.

- ll) 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 equipments in proper working condition to the Client within 15 days from the termination of the contract.
- mm) 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 its Estate Officer or any other officer duly authorized on his behalf in connection with the said Agreement or anything to be done there under.
- nn) 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.
- oo) 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.
- pp) 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/equipments and the Client will not be responsible in any way for any loss or damage.

qq)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.

#### 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.

#### 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.

#### 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.

#### 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.

**SPECIAL CONDITIONS:**

- The electricity charges will be paid by the Contractor on the actual units consumed for café-92 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 around the Openpremises adjacent 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.

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. \_\_\_\_\_

## Annexure IV

### LEAVE AND LICENSE AGREEMENT

THIS AGREEMENT OF LEAVE AND LICENCE made at Mumbai on this ..... day of ....., 2021, 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 expressions 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 to provide Cafe Services at-

- a) At the Academic Area having area. (Chargeable area corresponding to foot-print (as per actual, approximately 1100 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 ..... , 2021 to ....., 2024 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 café-92. 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 fees 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...../- 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 ...../- 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 they 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-fulfillment 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 Cafe Service Provider Agreement entered between the parties for the premises of this Agreement will automatically terminate this Agreement.

#### **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.**

#### **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.

#### **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.

**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.

**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.

**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. \_\_\_\_\_