

**NATIONAL INSTITUTE OF TECHNOLOGY,
KURUKSHETRA- 136 119**

No. EO/3366/528

Dated: 13.08.2018

NOTIFICATION

Applications are invited for the allotment of Milk Booth near NIT Market in the Institute initially for a period of two years, which is renewable subject to satisfactory performance:

Sr. No.	Name of Business	Monthly License Fee plus GST extra as applicable	Refundable security
1.	Milk Booth near NIT market *	Rs.1875/-	Rs. 5000/-

* The Institute will provide the space for Booth and the allottee will make the booth at his own cost. The authorization letter from the company is mandatory and the same will be submitted by the applicant at the time of submission of application.

The interested candidates may submit their application form to the undersigned on **10.09.2018 at 5.00 pm** in the Estate Office of the Institute along with details of credentials. The prescribed Application Form alongwith terms & conditions can be downloaded from the Institute website www.nitkkr.ac.in. OR can be collected from the Estate Office on cash payment of Rs.100/- on any working day. However, downloaded application form must accompany a Demand Draft of Rs.100/- in favour of Director, NIT, Kurukshetra, payable at SBI, NIT, Kurukshetra, otherwise it will be rejected.

Before submitting the application, the applicant is advised to visit the Institute to apprise himself of the logistics of the prospective assignment.

Prof. In-Charge(Estate & Constn.) &
Chairman, Licensing Committee

Copy to:

1. All Departments/Sections.
2. All Hostels
3. All Notice Boards
4. NIT market
5. Registrar Kurukshetra University, Kurukshetra for circulation among the various shopkeepers in the KUK campus.
6. Sr.Secy. to Registrar for kind information of the Registrar.
7. Sr. Secy. to Director for kind information of the Hon'ble Director.
8. Prof. I/C (CCN) with a request to upload the notice on Institute website with at least 21 days from the date of uploading.

**NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136 119**

APPLICATION FORM FOR OPERATION OF business Milk Booth

1	Name of Applicant/ Firm (In BLOCK LETTERS)	
2	Father's name	
3	Complete address of the applicant/	
	Telephone Nos. (Office)	
	Contact person (s) (Mobile)	
4	Permanent Residential Address & Tel. No., if any	
5	Do you have any other business? If yes, please give details.	
6	Whether the relative/family member already doing any other business in the Institute. If yes, please give details.	
7	Name of the company. Please attach Authorization Letter from the company	
8	Name of your banker. Please attach certificate of your financial soundness from your banker.	
9	Are you Income Tax payee? If yes, please attach copies of PAN and Income Tax Returns for last three years.	
10	Copy of GST Registration certificate.	
11.	Name of three responsible persons whom reference could be made about your business with their addresses Mobile and Telephone Nos.	
	Ref.1	Ref. 2
		Ref. 3

I/We have gone through the contents of the application form carefully. The information supplied by me/ us is true to the best of my/ our knowledge and belief and nothing has been concealed therefrom. I/ we further confirm that.

- a. I/ we shall abide by the terms and conditions of the Institute.
- b. Neither my/our blood relation nor I/we have been allotted any Commercial Establishment at present at NIT, Kurukshetra.
- c. Neither I/we nor any of my/our blood relations is/are presently holding any license of Commercial Establishment at NIT, Kurukshetra.

(Signature of the Applicant(s))

(Seal, if any)

Dated

Note: The applicants are advised to see the space available at site in their own interest.

TERMS AND CONDITIONS

FOR RUNNING THE BUSINESS FOR Milk BOOTH IN NIT, KURUKSHETRA .

Name of Shops/Business	Monthly License Fee plus GST extra as applicable	Refundable security
Milk Booth near NIT market	Rs.1875/-	Rs. 5000/-

1. Initially the contract will be awarded for two years, renewable on yearly basis subject to satisfactory performance. The performance of the establishment will be continuously judged by the Competent Authority of the Institute. If the performance is not found satisfactory at any stage, a notice to improve the performance would be issued. If even after that the performance continues to be unsatisfactory, the license may be cancelled after giving one month notice.
2. The License fee as mentioned above plus service tax as per Govt. notification amended from time to time will be charged per month. License fee shall be enhanced @ **25%** after every two years from the date of allotment, subject to satisfactory performance, if given an extension.
3. On selection, the licensee shall pay a security amount of Rupees mentioned above against booth. In addition to security, the licensee shall pay three months rent in advance which will remain with the Institute alongwith the security deposit. The licensee shall pay the monthly rent by 10th of every month and copy of the receipt to be deposited with the Estate Office failing which late fine @ Rs. 50/- per day will be charged till the deposit of rent for the month. In the event of the default on the part of the Licensee in making payment on or before the dates as mentioned above the Institute shall have the right to cancel the license aforesaid forthwith and the licensee shall not be allowed to carry on his business and the licensee shall have no claim or right to claim for any compensation or damage from the Institute.
4. The licensee will have to execute and sign a License Deed on one hundred rupees Non-Judicial Stamp Paper as per the Institute format.
5. That the licensee shall pay all rents, taxes and charges of every description payable now or hereinafter become due in respect of the license of the said shop.
6. That the licensee shall furnish his shop and start his business immediately, failing which the license shall be treated as cancelled.
7. That the licensee shall keep the shop neat & clean so that there is no kind of unhygienic atmosphere. Plastic disposal like poly bags, plates, cutlery is not allowed in the premises.
8. That the licensee shall carry his business only for which the license is given. In case, it is found that the licensee is not complying with the conditions, license shall be cancelled and security deposited by him will be forfeited. That the licensee shall charge the rates as per approved rates. The rate list shall be displayed at prominent place in the business premises. If he is found charging excess rates and not displaying the rate lists, he may be fined and the license may be cancelled forthwith.
9. That the Canteen Committee of the Institute can check the rate list, quantity, quality of items served by the canteens/shops/booths and cleanliness in kitchen and surroundings the premises etc. at any time.
10. That the licensee shall carry out the business during the normal working hours from **8:00 AM to 9:00 PM** and shall not close the shop for a longer period normal circumstances and without prior information.
11. That the licensee or his employee(s) shall deal courteously with the customers and shall not indulge in any such act which shall spoil the peaceful atmosphere in the Institute campus.

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12. That the licensee shall take the electricity connection from UHBVN Ltd. Kurukshetra directly / NIT Kurukshetra as applicable and show the proof of payment of bills to Estate Section every month. Further, the licensee shall be responsible for doing routine maintenance of his premises and protect the PH& EI fittings provided in general toilets & premises.
13. That the licensee shall not sublet, transfer or assign the license held by him without prior permission in writing from the Institute.
14. That the licensee shall not cause any damage to the shop, the electrical fittings or any other structure/fixtures around the shop.
15. That the license may be renewed at the discretion of the Institute. However, in the event of expiry of the License, the licensee shall close his business and shall vacate the shop forthwith.
16. In case of any dispute between the licensee or his employee and the customer the decision of the competent authority of the Institute shall be final and binding on the licensee.
17. That after the expiry of the license period or in the event of cancellation of the license under any clause of the license deed, the licensee shall hand over the possession of the said shop back to the Institute in the same condition as it was taken over by the licensee. That in the case of his failure to do so, the licensee shall be deemed to have been evicted from the said shop and all kinds of left items lying in or around the said shop shall automatically become the property of the Institute and the licensee shall have no right or claim over them.
18. That the licensee shall be liable for payment of penalty equivalent to monthly rent for a default period of one week or part thereof in the event of his failure to hand over the possession of the said shop to the Institute on cancellation of the License or expiry of the license period or within the period specified by the Institute under any clause of this license deed.
19. That the Licensee shall not have the right or be entitled to raise any question about the right of the Institute to grant the license aforesaid which shall be deemed to be accepted by the licensee.
20. In case of requirement by Institute, the Institute may withdraw license at any stage by giving three months notice and refunding the advance license fee paid if any, for the remaining period of the license on prorata basis.
21. In case the licensee fails to render satisfactory services/maintains quality/ adhere to business timing etc. the license shall be liable to be cancelled at the discretion of the Institute.
22. The Institute shall not be responsible for any dispute between the licensee & customers in respect of any business dealing.
23. That any notice to the licensee in respect of the grant of license/request/demand or otherwise whatsoever may be given by the Institute by leaving the same or sending the same by post at the address of the licensee given above, which shall be considered as sufficient notice delivered to the licensee.
24. That all matters of disputes shall be referred to the competent authority, whose decision shall be final and binding and shall not be challengeable in any court of Law.
25. Any legal dispute will fall under Kurukshetra Jurisdiction.
26. Beside the above terms & conditions the relevant Law of the land will prevail.
27. Arrangement for lifting of left-over food and all waste material will be made by the licensee and will be responsible to dispose them outside the Campus.
28. The licensee cannot occupy any outside space without prior permission of the Institute.
29. If necessary, revision of rates of items will be considered after one year by the competent authority on running the business satisfactorily.
30. The Licensee should provide an automated billing service with facility of the swipe cards as well as cash payments.
31. An affidavit duly certified by a notary that the partners of the firm or sole proprietor or Company as the case may be, has never been black listed or changed the name of the firm and that there is no police Case/Vigilance enquiry pending against the partners of the firm or sole proprietor or company as the case may be, and has never been punished by Hon'ble Court.

32. Licensee will ensure all safety measures including Fire Risk/Fire due to equipment /oven /fridge etc. The electricity load of the canteen occupied should be specified by the vendor clearly at the time of acceptance of the license of the Canteen and the copy of the sanctioned letter of the load/bill should be submitted in the Estate Section as a proof within one month. Fire Extinguishers are mandatory for the premises at the Licensees 'cost.
33. It will be the sole responsibility of the Licensee to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract.
 - a. Minimum Wages Act 1948
 - b. Employee Provident Fund Act 1952
 - c. Employee State Insurance Act 1948
 - d. Contract Labour (Abolition & Regulation) Act 1970.
 - e. Industrial Employment (standing orders) Act and rules 1946.
 - f. Prohibition of Child Labour Act 1986.
 - g. Payment of Bonus Act and Rules 1965.
 - h. Workmen compensation Act 1923.
34. A police verification report in respect of all the personnel of Licensee from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the Establishment Section, NIT Kurukshetra. Any changes should be informed immediately.
35. Appropriate number of dustbins must be provided by the Licensee to maintain the cleanliness.
36. All required Licenses for running the canteen will be obtained from the Local Bodies by the Licensee at his own expenses.
37. The licensee or his employee(s) shall deal courteously with the customers and shall not indulge in any such act which shall spoil the peaceful atmosphere in the Institute Campus.
38. Any tax imposed by any Govt. Agency due to this Canteen will be borne by the Licensee.
39. The Licensee will issue identity cards to his workers/supervisors after getting them verified by the Establishment Section, NIT Kurukshetra. Any worker found without identity card will not be permitted to enter the premises. He will post a supervisor to receive & manage complaints & instructions.
40. Headgear and gloves (at caterer's own cost) to be worn by all cooks and servers at all times while preparing and serving food (applicable to food related outlets).
41. Items such as sandwiches, burgers, French Fry which can be consumed outside the cafeteria premises shall be service in appropriate and convenient packing.
42. The Licensee should not sell or serve nor permit anyone to sell or serve Tobacco products, liquor intoxication preparations, narcotics or other banned products etc. in canteen. Breaching of this term would imply a breach of contract and immediate termination of contract along with confiscation of security deposit and initiation of legal proceedings.
43. Gas Cylinders (Battery of cylinders) including spare cylinders shall be kept outside the building in well bottom-ventilated enclosures.
44. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the canteen Committee.
45. The Licensee shall provide a portable weighting machine in order to check the weight of item supplied, as per approved rate list.
46. FSSAI certification is mandatory.