



पश्चिमबंग पश्चिम बंगाल WEST BENGAL

AH 044782

NIGHT CANTEN (S-1)

Agreement

Article of Agreement made this 08.08.2023 day between Warden, MMM Hall of Residence, IIT Kharagpur (First Party) and **Mr. Haripada Samanta son of Late. P K Samanta, residing at Bishwaranjan Nagar, Purigate, Kharagpur** hereinafter referred to as the (second Party).

The contract shall be valid for one year initially to run Night Canteen. Based on satisfactory behavior/performance with the boarders, the contract could be renewed further for one year by the Warden of MMM Hall of Residence.

NOW THESE PRESENTS WITNESS AND THE PARTIES hereto agree subject to the general terms and conditions regulated by the Institute as follows:

Haripada Samanta

8-8-2023

Haripada Samanta

8-8-2023
Haripada Samanta

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR RUNNING NIGHT CANTEEN IN THE MMM HALL OF RESIDENCE, IIT KHARAGPUR.

1. **The contract is valid only for the period from 08.08.2023 to 07.08.2024.**
2. That the contract may be extended subject to satisfactory performance and service of the contractor to the students.
3. That the contractor must have a valid trade license for operating the night canteen.
4. That the contractor will pay a monthly license fees of Rs. 5250/- (Rupees Five thousand two hundred fifty only) per month for the canteen space of **1306 sq. ft. area (361 sq. ft. for room area and 945 sq. ft. for counter area)** to the hall in advance on or before 5th day of every month. The Warden reserves the right to revise the license fees.
5. That failure to pay monthly license fee for consecutive two months will make the contractor defaulter and the contractor will be liable to be terminated.
6. That the contractor shall have to deposit a sum of Rs. 25,000/- (Rupees Twenty five thousand only) as security deposit with the hall which will remain with the Hall Office till the tenure of the contract.
7. That the night canteen timing will be from 9 PM to 2 AM.
8. That the outsiders will not be allowed to take food in the hall canteen. The canteen is meant only for the students of the hall to serve vegetarian and non-vegetarian food.
9. That the canteen opening timings, items to be served and the price of the items will be fixed as mentioned in the quotation by the warden as per the guidelines of the Hall Management Centre (HMC).
10. That the revision of price will not be permitted without permission of Warden and Hall Council Members.
11. That the contractor shall display the price list of the items to be served in the Hall Canteen.
12. That the canteen shall remain closed during mess operating hours and serving lunch, dinner and other full meals are not permitted in the night canteen.
13. That the contractor will maintain the canteen and its surroundings clean and in hygienic condition.
14. That the contractor will be responsible for proper maintenance and upkeep of all furniture and other belonging of the canteen.
15. That the contractor is not allowed to keep any high wattage electrical appliances like electric heater, OTG, micro oven but he may be allowed to keep a refrigerator of less than 200 Ltrs. Capacity.
16. That the TV and music system will not be allowed in the canteen.
17. That the contractor shall not keep or serve any alcoholic item and tobacco products in the canteen.
18. Canteen staff will not eat in the dining hall and kitchen.
19. That the contractor will be responsible for arranging the safe drinking water for the canteen.
20. That the contractor will maintain proper books of account and ledger and will produce the same in hall office every month.
21. That the contractor under no circumstances will be allowed to give sub contract of food to any other person or party.

Hare' pada Senanika
8-8-2023

22. That the contractor will submit name, photograph, permanent address and medical certificate in respect of the workers engaged by him in the canteen.
23. That contractor shall not be allowed to engage any workers of less than 14 years.
24. That any dispute arising out of the contract will be referred to the Chairman, HMC as arbitrator whose decision will be the final.
25. The contractor will maintain a complaint/suggestion box in the canteen counter during the working hours.
26. The contractor shall not be allowed to make any addition and alteration of the hall canteen without permission from the competent authority.
27. The night canteen cannot remain closed on any day without prior permission of Warden. Prior permission should be taken before reopening the shop.
28. That the contractor will pay monthly electricity charges as per the bill provided by the Institute based on meter reading.
29. That a fine up to Rs. 5000/- may be imposed or the contract may be terminated for violation of any of the clauses mentioned above.

In witness whereof the 'Party of the Second Part' and the Warden or his nominees for and on behalf of the Institute have hereunto set their hands the day and year first above written.

Hari pada Samanta
(Mr. Haripada Samanta)
Second Party 8-8-2023

SAPW
08-08-2023

Signed by the Warden
on behalf of the Institute.

Witness:

1. Signature: Aakash K. Bhatnagar
Name: Aakash K. Bhatnagar
Designation: Fruit juice counter
M.M.M. Hall

2. Signature: Himangshu Jena
Name: HIMANGSHU JENA
Designation: J.S. Store