



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AH 044792

FRUIT JUICE SHOP (S-6)

Agreement

Article of Agreement made this 08.08.2023 day between Warden, MMM Hall of Residence, IIT Kharagpur (First Party) and **Mr. Awdhesh Kr. Bajpayee, son of Late. Narayan Bajpayee, residing at Saheb Bari, Khareda Bidhan Palli, P.S.: Kharagpur** hereinafter referred to as the (second Party).

The contract shall be valid for one year initially to run Fruit Juice shop. 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:

Awdhesh Kr. Bajpayee

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR RUNNING FRUIT JUICE SHOP 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/behavior.
3. That the contractor must have a valid trade & food license for operating the shop.
4. That the contractor will pay a monthly license fees of Rs. 1600/- (Rupees One thousand six hundred only) per month for the Fruit & juice shop space of 143 sq. ft. to the hall in advance on or before 5 days of every month. The Warden reserves the right to revise the license fees.
5. That the Fruit juice shop timing will be from 9 AM to 9 PM.
6. That the contractor will pay monthly electricity charges as per bill provided by Institute.
7. 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.
8. That the contractor shall have to deposit a sum of Rs. 5000/- (Rupees four thousand five hundred only) as security deposit with the hall, which will remain with the Warden till the tenure of the contract.
9. The Shop will transact with the boarders of the Hall.
10. That the contractor will maintain the Fruit and juice shop and its surroundings clean and in hygienic condition.
11. That the contractor may be allowed to keep a refrigerator of less than 200 Ltrs. Capacity.
12. The fruits must be fresh and of high quality.
13. That the TV and music system will not be allowed in the Fruit and juice shop.
14. That the contractor shall not keep or serve any alcoholic item and tobacco products in the fruit and juice shop.
15. That the contractor under no circumstances will be allowed to give sub-contract of the Shop to other person or party.
16. That the contractor will submit name, photograph, permanent address and medical certificate in respect of the workers engaged by him in the Fruit and juice shop.
17. That contractor shall not be allowed to engage any worker(s) of less than 14 years.

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18. That any dispute arising out of the contract will be referred to the Chairman, HMC as arbitrator whose decision will be the final.
19. The contractor will maintain a complaint/suggestion box in the Fruit and juice shop counter during the working hours.
20. The contractor shall not be allowed to make any addition and alteration of Fruit and juice shop of the hall without permission from the competent authority.
21. 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.
22. The shop cannot remain closed on any day without prior permission of Warden. Prior permission should be taken before reopening the shop.
23. HMC with the consent of Warden will have the full right to review the performance of the contractor, and may recommend for the termination of contract by giving a 30 days notice.
24. We, the parties to this agreement hereby bind ourselves to abide by the above terms and conditions.

We, the parties to this agreement hereby bind ourselves to abide by the above terms and conditions.

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

Awdhesh Kr. Bajpayee
(Mr. Awdhesh Kr. Bajpayee)
Second Party
8/8/23

S. Raju
08-08-23
Signed by the Warden
on behalf of the Institute.

Witness:

1. Signature: Himanshu Sharma

Name: Himanshu Sharma

Designation: J. Storer

2. Signature: T. Raju

Name: T. RAJU

Designation: laundry