

## **Agreement**

This Article of Agreement is made on the \_\_\_\_\_(date) day of \_\_\_\_\_(month, year) between the Warden, \_\_\_\_\_ Hall of Residence, IIT Kharagpur (hereinafter referred to as the "First Party") and \_\_\_\_\_(Vendor Name), residing at \_\_\_\_\_(Address), hereinafter referred to as the "Second Party."

The contract shall be valid for one year initially, to operate (business type/name). Based on satisfactory performance and dealing with the boarders and the campus community, the contract may be extended for next (one) year or less than one year as per discretion of the Hall administration.

NOW THESE PRESENTS WITNESS, and the Parties hereto agree subject to the general terms and conditions regulated by the Institute as follows:

**GENERAL TERMS AND CONDITIONS OF CONTRACT FOR OPERATING**  
**\_\_\_\_\_ (Business Name) IN THE HALL OF RESIDENCE,**  
**IIT KHARAGPUR**

1. The contract is valid for the period of one year from \_\_\_\_\_(date) to \_\_\_\_\_(date).
2. The contract may be extended subject to satisfactory performance and service of the contractor to the students and the administration of the Hall.
3. The contractor must have a valid trade and food license for operating the \_\_\_\_\_(business centre). A copy of these licenses is to be submitted to the warden, \_\_\_\_\_Hall of Residence at the Hall Office. The valid licence must be displayed at prominent place in the business site.
4. The contractor will pay a monthly license fee of Rs. \_\_\_\_\_ per sq. ft. area (As decided by Hall Management Committee (HMC)), which comes Rupees \_\_\_\_\_(Amount in words) only for total area of \_\_\_\_\_ sq. ft. for the business to the \_\_\_\_\_Hall of Residence, in advance, on or before the 5<sup>th</sup> of every month. Payment is to be made in (bank) at IIT Kharagpur, and the proof of payment needs to be submitted to the Hall Office. The Chairman, HMC reserves the right to revise the license fee as per Institute regulation. The contractor will pay the GST as applicable.
5. Failure to pay the monthly license fee for two consecutive months will render the contractor a defaulter, and the contract may be terminated.
6. The contractor will pay monthly electricity charge and water charge timely as billed by respective section, IIT Kharagpur.
7. The contractor shall deposit a sum of Rs. 10,000/- (Rupees Ten Thousand only) as a security deposit with the hall. This will be held by the Hall Office until the end of the contract and refunded upon expiration. No interest shall be payable, and the amount may be adjusted against any dues or damages during the contract period.
8. The business is exclusively for students of the Institution and outsiders are not allowed to avail the service.
9. The daily business hours will be from 10.00 AM to 10.00 PM for all services, except night canteen. The business hours for night canteen will be from 09.00 PM to 02.00 AM.
10. The business items served and pricing will be as per approval of the Hall administration in accordance with the HMC guidelines.
11. Price revision is not permitted without the approval of the Warden.
12. The contractor must display the price list of items served in the (Business Name).
13. The contractor is responsible for proper garbage disposal and will maintain cleanliness and hygiene in the Business site and its surroundings.
14. As per current regulations, the use of plastic bags below 100 microns is prohibited.
15. The working staff should be well dressed with neat and clean. The staffs are not permitted to enter any other site in the hall premises, except the business site.
16. The contractor must not utilize any facility/utility of the hall without permission of the HMC and/or hall office
17. The contractor is responsible for the maintenance and upkeep of all furniture and other belongings of the (Business Name).
18. The use of high-wattage electrical appliances such as electric heaters is not allowed. However, a refrigerator of less than 200/400 liters capacity is allowed with approval of the warden.
19. TV and loud music systems are not allowed in the (Business Name).

20. Installation of CCTV camera or any video capture equipment in the Hall by the contractor is not permitted.
21. The contractor shall not keep or serve alcoholic beverages or tobacco products or any banned items in the (Business Name).
22. The contractor shall not keep explosive material.
23. The contractor will arrange for safe drinking water for the (Business Name).
24. Proper books of account and a ledger must be maintained by the contractor, and these must be submitted to the Hall Office every month.
25. The contractor is not allowed to subcontract the (business name) to any other person or party.
26. The contractor will submit the name, photograph, permanent address, adhar card and medical fitness certificate of the workers employed in the (Business Name). The service staff should be male for boys' hall and female for girls' hall of residence.
27. The contractor is not permitted to employ workers below the age of 14 years.
28. Any disputes arising from the contract will be referred to the Chairman, HMC, for arbitration, whose decision will be final.
29. A complaint/suggestion box must be maintained at the (Business Name) counter during working hours.
30. No additions or alterations to the (Business Name) may be made without the approval of the competent authority.
31. The contractor must ensure all belongings are secured under lock and key. The contractor is solely responsible for any loss, damage, or theft occurring in the (Business Name) and no compensation will be provided by the Hall office.
32. The shop cannot remain closed without prior approval from the Warden. Reopening must also be done with prior approval.
33. The contractor and his/her staff must follow the rules and regulations of the hall of residence/HMC.
34. A fine of minimum Rs. 5000/- may be imposed, or the contract may be terminated at any time for violation 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 HMC have hereunto set their hands the day and year first above written.

**(Signature)**

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**(Name of Vendor)**

**Second Party**

**(Signature)**

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**Signed by the Warden**

**on behalf of HMC**

**Witness:**

1. Signature:
- Name:
- Designation:

2. Signature:
- Name
- Designation: