**AGREEMENT OF CONTRACT**

**TO BE JOINTLY EXECUTED AND SIGNED BY AMITY UNUVERSITY CHHATTISGARH AND THE CONTRACTOR FOR RUNNING CANTEEN AT THE CAMPUS PREMISES**

(To be signed on a Stamp Paper of Rs. 100/- to be purchased by the Contractor)

**AGREEMENT OF CONTRACT**

This Agreement made this day the between the Registrar, Amity University, Chhattisgarh, Village Manth, State Highway No- 9, Baloda Bazar Road, Raipur- 493225, of one part (hereinafter called the University) and Shri/Mrs/Ms of M/s. of the other part (hereinafter called the Contractor) and whereas the University needs a contractor to run Mess / Canteen for supply of snacks, high-tea, break-fast, lunch and dinner, etc. mentioned in the Tender Document invited by the University to the staff, students and guests of the University. Whereas it is thought desirable to grant a Contract (not being a lease) to the contractor to prepare and serve the aforesaid items to the University’s staff, students and guests in the Canteen, office complex and in the Guest house (when required). The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under:

1. That the Contractor has been granted the contract to run Canteen in the premises of the Amity University, Chhattisgarh, Near Village Manth, State Highway No- 9, Baloda Bazar Road, Raipur- 493225, initially for a period of twelve months w.e.f**. 15th Aug. 2022** on the terms & conditions contained in the Annexure to this Agreement of Contract, Tender Document including it’s Annexures, University’s Letter of Award of the Contract and this Agreement of Contract read together. If during this period, the performance is found satisfactory, the contract may be renewed for further specified period on the existing or mutually agreed terms & conditions. The contract is also terminable on one month notice by either side
2. That the items served by the Contractor shall be wholesome and hygienic prepared in the clean atmosphere. The Registrar of the University and/or their authorized nominees may at any time enter the kitchen area allotted to the contractor for the purpose of this contract and take away samples of raw material, semi-prepared or fully prepared eatable items free of cost for the purpose of inspection, trial or analysis, and the decision of the authorities of the University with regard to the desirability or quality of the food articles offered for consumption shall be final. If any item of the menu/provision of food is found defective or not fit for use/consumption, the University’s authorities may - (i) issue warning; and/or (ii) get the said raw material/items destroyed and ask the Contractor to purchase fresh stocks, without any payment of compensation to the Contractor for the discarded material/items.

If, however, this problem recurs in spite of warning having been issued, the University reserves the right to impose financial penalty as decided by the University’s authorities or the contract may be cancelled without giving any notice.

1. The items of menu, which the Contractor would be expected to supply in the Canteen, are indicated in the Appendix II. The rates of items to be served by the Contractor shall be valid on annual basis, i.e., from July to June every year and in-between revision shall NOT be allowed. The University may, if considered necessary, revise the rates only after one year of the contract in regard to the items of food/eatables and drinks. Till such time that the revise dates become operative, the contractor shall charge the existing rates
2. The Hostel Mess Committee comprising of the hostel staff, student representatives and the contractor decides the monthly menu at the beginning of each month and the same is provided by the contractor. The food is of unlimited quantity for the students having food on monthly basis. (Sample Mess Menu attached)
3. The price per capita per month shall not exceed the agreed price. Any increase in price per capita per month, after an initial period of one year, may be considered by the AUC authorities based on appraisal.
4. That the contractor shall not make any additions or alterations in the premises allotted to him for providing canteen services.
5. That the contractor has agreed to keep the premises and its surrounding area neat, clean and tidy at all times and according to the Health/Hygienic conditions bye-laws of the Local Government/statutory body. In the event of violation of any of the aforesaid bye-laws in and around the Canteen Kitchen/cooking area or dining hall, the contractor shall be responsible for any penalty/fine imposed by the concerned authorities.
6. That in the event of Health Department or any other government/statutory body authorities taking samples of raw material used by the contractor and those samples are not found fit/up to the mark for human consumption, the contractor shall be fully responsible for any fine/penalty imposed or legal recourse taken by such authorities.
7. That the contractor has agreed to pay electricity charges monthly to the University on the basis of actual units consumed & rent for space as mentioned.
8. That the contractor has agreed to provide sufficient number of cooks, waiters and other support staff in the kitchen and dining hall and shall take all reasonable precautions to ensure that these workers attire themselves properly while on duty and are civil, polite, sober and honest in their dealings with the University’s staff, students, visitors and guests. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects. The contractor or his staff will not get involved in any altercation or fight with the students.
9. That any employee deployed by the Contractor in the premises becomes liable for suspension or dismissal by the University due to his actions, disobedience or misconduct, the contractor shall accept the decision of the University as final and abide by such decision. In such an event, the University shall not in any way be liable for any claim made by the concerned employee of the contractor for wages or damages and the contractor shall keep the University’s authorities indemnified.
10. The University will have the right to review the working of this contract from time to time and if at any time it is found that the contractor has failed to fulfill any of the conditions of this contract or that his working is unsatisfactory, the University may terminate the contract after giving the contractor one month notice, but no such notice will be necessary if the contract is terminated on the ground of service of any undesirable commodity.
11. That the contractor will not transfer or assign any part of his interest under this contract and that this contract shall also be liable to be terminated by the death or insolvency of the contractor before the expiry of the period of this contract.
12. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by the University to the contractor and the possession of the premises will always be that of the University, even when the premises are in use or occupation of the contractor.
13. The University shall provide to the contractor necessary furniture & fixtures, as per requirement and he shall maintain them in good condition. He shall be responsible for their maintenance.
14. The contractor shall provide all other implements for running the canteen like crockery, cutlery, table linen, flower posts, utensils, juice machine, cooking gas cylinders, cooking store, livery or the Canteen Staff etc. and items of similar nature of good quality as approved by the University, at his own cost and maintain the said items in proper and hygienic conditions, for due discharge of obligations in respect of running of canteen. The contractor shall be required to procure gas refills in sufficient quantity for cooking purposes at his cost.
15. The contractor shall also be responsible for the upkeep of furniture provided by the University. In case of any damage to the furniture by any person, he will immediately inform in writing the concerned authorities of the University for recovery of such losses/damages from the defaulters, failing which the contractor shall himself be liable to pay the cost as decided by the University.
16. That the Contractor shall maintain a Suggestion Book for recording suggestions for improvement of Canteen Services. Such suggestions, as approved by the University’ authorities, shall be forthwith acted upon. The suggestion book shall be kept open for inspection by the University’s designated authorities.
17. Annexure, containing detailed terms and conditions in addition to the conditions given herein, shall be read in continuation to this Agreement of Contract

In witness whereof the parties have put their hands to this agreement on the day aforesaid.

Signed: Counter-signed:

Witnesses:

1.

2.