

AGREEMENT

THE DEED OF AGREEMENT made on this, thebetween Indian Institute of Information Technology and Management – Kerala, an educational institution, registered under section 25 of the Companies Act, having its Registered Office at IIITMK building, Technopark, Trivandrum represented by Registrar, (hereinafter referred to as Institute) which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their heirs, executors, successors or administrators and assigns) on the FIRST PART
and

Shri.S/o....., residing at(Which expression where the context admits shall include her legal heirs, successors etc.) hereinafter called the “Contractor” of the other part.

Witnesses and the parties hereto hereby agree as follows: -

1. The INSTITUTE hereby licenses and authorises the Contractor, at all times during the continuance of this agreement to run the Canteen within the campus of the INSTITUTE at Technopark campus for the use of permanent or temporary employees, trainees, employees engaged by contractors providing services to the INSTITUTE, students, clients, customers, guests etc. of the INSTITUTE.

2. This agreement shall be in force initially for a period of six months from the date of execution of this agreement. Further extension will be based on satisfactory compliance of Agreement.
3. The Contractor shall run the Canteen in compliance with the provisions of the Kerala Factories Rules 1957, and shall be bound by the said rules.
4. The Officers of the INSTITUTE, and such other employees/ Committees who are authorised by the INSTITUTE shall have the power to inspect the Canteen preparations and if the food articles are not of the acceptable quality, the INSTITUTE will have the right to reject that food stuff from being served to the employees; and consequent loss if any, incurred by the INSTITUTE shall be made up by the Contractor. If the quality of food items is found to be of lower standard and if the Contractor is not making efforts to improve the quality after repeated advices; the INSTITUTE has the right to terminate the contract without notice.
5. The Contractor shall make suitable arrangement in the Canteen to serve wholesome and tasty food and refreshments, at the specified hours and at the place specified and notified to him. The Contractor shall also make necessary arrangements to serve food/tea/coffee etc. to certain category of employees and/or such notified employees/guests in the various departments or places at the time notified to him.
6. The Canteen will normally function from Mondays to Friday. But the Contractor shall serve food to the employees who are working on Saturdays and Sundays / Holidays or any other time as decided by the Institute irrespective of the number of requirements or at any other revised / modified / amended / staggered working hours/shifts to a category and / or categories of employees.

7. The Contractor shall provide foodstuffs etc. from the Canteen against cash payment ONLY to the eligible members of the Institute. The Contractor shall ensure that all other items are provided against cash. The Contractor is not expected to provide foodstuff on credit from the Canteen and the INSTITUTE shall not be liable for any amount to be realized from the employees of the INSTITUTE or others in this regard.
8. Supply and/or consumption of liquor and alcoholic drinks are strictly prohibited in the canteen and the premises of the Institute Smoking inside the canteen is also strictly not allowed. Only licensed articles will be stocked and supplied.
9. Supply of unauthorised items shall entail forfeiture of security deposit and/or legal action.
10. The Canteen staff shall be engaged, supervised, controlled and paid by Contractor and they shall not be considered as Institute's employees in any manner whatsoever, and the Contractor shall be responsible to the INSTITUTE for their proper and good behaviour. In the matter of discipline, conduct and cleanliness, the Contractor shall abide by the Rules and Regulations made by the Institute The Contractor shall be responsible to settle all disputes whatsoever that may arise between the Contractor and his employees. The Contractor is exclusively responsible for submitting a Monthly Acquaintance Roll and statement of wages paid to the employees and also employer's/employees' contribution in respect of ESI, PF and such other statutory obligations cast on him by virtue of his employing them, provided, however, that if the Canteen Contractor does not satisfy the contractual obligations to his employees and if such an event disrupts the normal functioning of the Institute the INSTITUTE reserves the right to take appropriate action in this regard including recovery of the "employer's contribution" from the bill due to Canteen Contractor from time to time, if default is made.
11. The Contractor shall supply food articles and beverages mentioned in Schedule B at the rates specified therein which shall not be revised during the period of the contract. If any item not included in Schedule B is to be served, rate for such item shall be got approved by the INSTITUTE beforehand.
12. The Contractor is bound to follow the standing instructions given at Schedule I to this agreement.
13. The Contractor or his authorised representative shall physically be present in the Canteen, during preparation and service timings. He shall attend to all requirements viz. Quality, quantity, timely service etc. as specified in the contract. The INSTITUTE reserves its right to impose a fine of Rs.50/- per such absence, either full day or part of the day; as also a minimum of Rs 50/- and a maximum of Rs 500/- for violation of any instructions contained in Schedule I.
14. The Contract shall prepare breakfast, Lunch, tea/coffee and snacks at the canteen on all working days.

15. The Contractor shall be responsible for the proper upkeep and maintenance of all furniture, electrical equipment and all other articles, entrusted to him by the Institute in a clean and hygienic condition and in proper order. He will be liable to replace any items stolen, lost, missing or damaged and also will be liable to make good to the INSTITUTE any loss sustained by the INSTITUTE in this behalf. The Contractor is bound to hand over all the items supplied by the INSTITUTE as detailed in Schedule II when the contract is terminated and obtain a clearance certificate before the final settlement is effected. The cost of any articles not handed over and all other amounts due from the Contractor to the INSTITUTE by way of damages/destruction /demolition/ alteration etc. caused to the building, rooms and appurtenance thereto and on other accounts will be recovered from the Contractor's Cash Security Deposit and/or through the provisions of law.
16. The Canteen will not be used as a place of abode during nighttime.
17. The Contractor shall run the canteen during the contract period without any interruption and the INSTITUTE reserves the right to confiscate the Cash Security Deposit, levy damages and impose fine as decided by the INSTITUTE and/or terminate the contract for any such interruption or discontinuance.
18. The Contractor shall not bring his suppliers/clients (other than persons engaged by him and issued with authorised identity card) inside the campus.
19. The Contractor shall make necessary arrangements to provide at least two sets of uniforms to his staff and no person shall be allowed to work in the canteen without wearing uniforms. Kitchen staff and the bearers should wear aprons. Staff should be clean and tidy.
20. The Contractor confirms that he shall be engaging minimum 5 persons for providing the services. The staff engaged should undergo medical examination and a certificate obtained.
21. The Contractor shall abide by the Rules and Regulations of the Municipal Corporation and other statutory authorities and the Contractor alone will be responsible for any violation of the Rules. All taxes and levies payable by the contractor for running the business herein mentioned shall be the sole liability of the Contractor.
22. Nothing herein contained shall be construed as creating a tenancy in favour of the Contractor in the said premises and the INSTITUTE may of its own accord, upon the termination of this contract, re-enter, re-take and absolutely retain possession of the canteen premises without in any manner becoming liable to the Contractor.
23. Every notice hereby required or authorized to be given may be either given to the Contractor personally or left at his residence or last known place of abode or

business, or may be handed over to his Agents personally or may be addressed to the Contractor by post at his usual or last known place or abode or business.

24. The Contractor shall not assign or make over the contract or the benefits or burdens thereof or any part thereof to any other persons or body corporate. The Contractor shall not underlet or sublet to any person or body corporate the execution of the contract or any part thereof without the consent in writing of the Institute The INSTITUTE shall have absolute power to refuse such consent or rescind such consent (if given) at any time if it is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the Contractor or the sub-contractor before such recession, provided always that if such consent be given at any time, the Contractor shall not be relieved from any obligation, duty or responsibility under this contract.
25. In case the Contractor becomes insolvent or goes into liquidation or makes or proposes to make any assignment for the benefit of his creditors or proposes to compound with his business or the contract under inspection on behalf of his creditors or in case any orders for the administration of his business or the contract under inspection on behalf of his creditors or in case any orders for the administration of his estate are made against him or in case the Contractor shall commit any act of insolvency or in case under any clause of this contract the Contractor shall have rendered himself liable to damages amounting to the whole of security deposit, the INSTITUTE shall there upon after giving notice to the Contractor, terminate the contract, and may arrange for the canteen being run for such time and manner and by such persons such as the INSTITUTE shall think fit. But such termination of the contract shall be without any prejudice to any right or remedy of the INSTITUTE against the Contractor (or his sureties) in respect of any breach of contract committed by the Contractor.
26. All expenses and damages caused to the INSTITUTE by any breach of this contract by the Contractor and all amounts due to the INSTITUTE under or by virtue of this contract shall be paid by the Contractor to the Institute
27. As security for proper fulfillment of this contract and for the proper use of the articles etc. handed over to the Contractor as per Schedule II, the Contractor has herein made a interest free security deposit of Rs.10, 000/- (Rupees Ten Thousand only) which will be refunded to the Contractor on satisfactory completion of the Contract.
28. The security deposit shall be returned to the Contractor within three months after the expiry of the contract provided that in the event of any dispute arising between the INSTITUTE and the Contractor, the INSTITUTE shall be entitled to deduct out of the deposit such damages, costs, charges, expenses as may be due to the INSTITUTE and in case the security amount is not sufficient the balance due may be recovered from the contractor in accordance with clause 14 referred to above.

29. If the contract is terminated by the contractor on his own accord during the contract period without valid reason, 50% of the deposit will be forfeited. The INSTITUTE will be at liberty to terminate the Contract, if any of the conditions of the contract is violated. In any case one month's notice will be served on either side.
30. If any dispute arises between the INSTITUTE and the Contractor as to the terms and conditions of the agreement, or the manner or methods of compliance thereof, the decision of the Executive Director of the INSTITUTE shall be final and binding on both the parties.
31. The procurement of necessary provisions viz., rice, atta, vegetables, oil, condiments, spices etc and gas for the canteen will be the sole responsibility of the Contractor and no financial or other type of assistance from the INSTITUTE for such procurement will be given. The INSTITUTE agrees to provide space; furniture, water, electricity and gas stove installations against a token payment of Rs 1/- (Rupees one only) per month towards usage charges of canteen equipments/utensils & furniture and Rs. 1/- (Rupees one only) per month towards use of water/electricity, which shall be paid by 5th of the following month.
32. Continuity of Service: The Agency must have in place at all times a detailed contingency plan that covers situations where its services cannot be provided including due to Force Majeure Events, malfunction or unavailability of personnel and resources or any other causes. The Agency must ensure that the contingency plan is approved by IIITM-K. In the event that the Agency is unable to provide any service for any reason including a Force Majeure Event, malfunction or unavailability of Agency resources or any other cause, the Agency must immediately notify IIITM-K.
33. This contract shall be governed and construed in accordance with the laws of India.
34. In the event of any dispute between the parties hereto regarding or arising out of this engagement, the courts in Trivandrum, India, shall have the sole jurisdiction, to the exclusion of all the other courts that may otherwise have had jurisdiction.
35. In the event any dispute arises relating to any of the terms contained herein, the dispute shall be referred to arbitration by a sole arbitrator to be nominated by IIITM-K. The provisions of the Arbitration & Conciliation Act 1996, as amended from time to time shall apply to the arbitration proceedings. The venue of arbitration shall be Trivandrum, and the language of the arbitration proceedings shall be English.
36. If any of the clauses or sub clauses contained herein become invalid or is so judged by a competent court, the remaining clauses or sub clauses shall not be severable and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have agreed to the terms and conditions
aforementioned and have caused their authorized signatories to sign below;

Signed and Delivered by
For Indian Institute of Information
Technology and Management Kerala

Signed and Delivered by
For

(First Party)
Witnesses

(Second Party)

- 1.
- 2.

SCHEDULE I

Standing Instructions - Canteen

The Canteen Contractor shall strictly follow the guidelines outlined below:-

1. The canteen service is extended purely for the employees of the Institute and other authorized persons. However, Technopark employees/outsideers who wish to avail food from the Canteen shall be permitted.
2. Any intake and substitution of canteen staff should be with prior intimation to the Institute
3. All food wastes are to be disposed of on a daily basis.
4. Use of oil:-
 - a). Frying:- Fresh oil should be used for frying of snacks and used oil can be used for frying of fish a second time after which it has to be disposed. If fresh oil is used for frying fish, it should not be used for other purposes and should be used twice only and after that the oil has to be changed.
 - b) ISI coconut oil is to be used for cooking curry and ISI/Agmark sunflower oil for snacks, fish fry, etc. Any other brand can be used only with the approval of management.
5. Pickles if preserved for the next day should be stored in porcelain vessels only.
6. Only fresh and clean vegetables, fish, meat, etc. should be used for cooking.
7. Eastern / Melam / Saras brand Curry Powder should only be used. Any other brand can be used only with the approval of management.
8. Each of the snack items will be served at least on 3 occasions in a month.
9. Each special dish will be served at least on 4 occasions in a month.
10. Curd will be served everyday; and this will be prepared in the canteen itself.

11. At least 3 varieties of soft drinks and ice cream should be available always.
12. The kitchen and dining hall should remain clean and tidy at the end of the day.
13. The dining table and chairs should be cleaned thoroughly and the floor swept daily before and after lunch.
14. Kitchen area should be washed daily and phenol sprinkled.
15. Washbasins should be washed with cleaning powder daily. Liquid soap should be filled at least twice during lunch hour. Towels near the washbasin should be changed daily. Towels and liquid soap will be supplied by the Institute
16. Dining tables should be wiped with a mixture of camphor and coconut oil before lunch and before breakfast daily. Contractor should ensure that the canteen is insect & fly free.
17. Plates and glasses should be washed in hot water immediately after use.
18. Contractor or his authorized representative should physically be present in the canteen.
19. Contractor should prominently display rates of specials available for the day. The prices of the items not mentioned in Schedule 1 should be got approved before display.
20. The Contractor should ensure that only Milma Milk is being used for the Canteen Service.
21. Tea dust used should be Brooke Bond / 3 Roses / Kannan Devan / AVT brand.
22. Wheat Powder (Atta) / Maida should be Kuthuvilakku / Elite / Annapoorna brand. Any other brand can be used only with the approval of the management.
23. Chappathies shall be supplied along with full meals on request.
24. Specific brand of items mentioned above should be used for preparing food items. Any other brands shall be used only with the approval of the Institute

25. Tea / Coffee / snacks shall be served from 8.00 AM to 11.30 AM and from 2.30 PM to 5.00 PM.
26. Breakfast shall be served between 8.00 AM to 10.30 AM
27. Meals shall be served between 12.15 PM to 2.00 PM.

Canteen Contractor

Schedule II**INDIAN INSTITUTE OF INFORMATION TECHNOLOGY AND MANAGEMENT -
KERALA**

Sl. No	Cookery Items	Qty
1	Adapp-thook	
2	Al Adapp	
3	Al Charuvam(Big)	
4	Al Charuvam(S,damage)	
5	Al Chattukam	
6	Al Cup(damage)	
7	Al Kalam	
8	Al.Charuvam	
9	Al.Charuvam (5kg)	
10	Al.Charuvam (with handle & lid)(15kg)	
11	Al.Cheena Chatti	
12	Anna Kai	
13	Biriyani Chemp with lid	
14	Chappati kuzhavi	
15	Chippili(Aripp)	
16	Cooker Prestige	
17	Cooker without lid(prestiege)	
18	Dosa Stove with plate	
19	Fridge	
20	Frying pan	
21	Gas Cylinder	
22	Glass	
23	Glass Stand	
24	Glass -Tea	
25	Glass -Water	
26	Grainder	
27	2 burner Heavy stove	
28	Heavy Stove Single burner	
29	Iddli Kuttuvam set	
30	Iron Cheena Chatti	
31	Iron KAdai (B)	
32	Jug (big)	
33	Jug(S)	
34	Juice Glass	
35	Kadai	
36	Kannappa(Big)	
37	Kannappa(Medium)	
38	Kinnam	
39	Knife	
40	Korua	
41	Kuthuponi(M)	
42	Kuthuponi-Big	

43	Lemon Squeezer	
44	Mixi Sujatha	
45	Mixijar	
46	Net cutta	
47	Oonu Plate(Steel)	
48	Plastic Basin	
49	Plastic Basin	
50	PLastic bucket(damage)	
51	Plastic container	
52	Plastic container-bottle	
53	Plastic Plate Snaks	
54	Plastic stool small	
55	Plastic Tray	
56	Plastic Tray	
57	Puttukutty set	
58	Scooper	
59	Single Stove	
60	Snacks Holder	
61	Spoon-Dessert	
62	Spoon-fork&knife	
63	Spoon-long handle	
64	Spoon-table	
65	Spoon-tea	
66	St.Thook	
67	St.Thotti	
68	Steel Adapp-	
69	Steel basin	
70	Steel Basin	
71	Steel Basin(S)	
72	Steel Bowl	
73	Steel Chattukam	
74	Steel Container	
75	Steel Plate Breakfast(round)	
76	Steel plate curry	
77	Steel Small Charuvam	
78	Steel Snacks Plate	
79	Steel Tawi	
80	Steel Tawi	
81	Steel Tray	
82	Tawa	
83	Tawi-Service spoon type()	
84	Tea Charuvam	
85	Tea KEttle(100 tea)	
86	Tea Kettle(50tea)	
87	Uruli Charuvam	
88	Uruli(Big)	

CONTRACTOR

