

CANTEEN AGREEMENT

THIS AGREEMENT MADE AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

**BETWEEN**

\_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Office at \_\_\_\_\_, represented by Shri. \_\_\_\_\_ (Herein after referred to as "**The Company**" which expression shall unless repugnant to the context or meaning thereof shall include it's representatives and permitted assigns) of the ONE PART.

**AND**

M/s \_\_\_\_\_ having address at \_\_\_\_\_ represented by \_\_\_\_\_ (hereinafter called "**The Contractor**") of the OTHER PART.

**WHEREAS** the Company is engaged in the business of \_\_\_\_\_ at \_\_\_\_\_ and is required to provide canteen facilities for its employees.

**AND WHEREAS** the Contractors have offered their services for running the canteen at the premises of the Company at \_\_\_\_\_ on the terms and conditions hereinafter appearing.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS**

1. The said agreement shall remain in force for a period of \_\_\_\_\_ year/s from \_\_\_\_\_ to \_\_\_\_\_ unless the agreement is sooner terminated or renewed.
2. The Contractor agrees to supply to the \_\_\_\_\_ and members of the staff of the Company in the canteen hall at specified times, various items as per particulars mentioned in the Schedule I attached hereto on mutually agreed rates of the items which have been indicated in Schedule I which is part and parcel of this agreement.
3. Supply of items on credit shall be at the Contractors' own risk and Company shall not take any liability for such credit and it's recovery thereof.

4. The said items shall be of standard quality and they will be strictly in accordance with the Prevention of Food Adulteration Act. In case there will be any violation of the Act, the Contractor will be solely and wholly responsible. They will also furnish declaration/undertaking to the appropriate authorities as and when required. The said items if necessary may be offered to any of the Senior Officer of the Company for inspection.
5. The Company shall exercise strict control on the operations of the canteen concerning timely supply of the items in the manner laid down hereinabove or under any rules made in this behalf in the interest of discipline and efficiency. The Company shall also exercise control on quality and quantity of items.
6. The Contractors agree to keep with the Company a security deposit of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). The deposit amount shall be refundable without any interest, on the termination or earlier determination of this agreement.
7. The Company shall, free of cost, allow the contractor use of the canteen premises and also the catering utensils, water facility, electrical fittings/appliances, furniture and fixtures, cutlery, electric power and cooking arrangements for running the canteen services for the benefit of the employees of the Company.

8. In case of any damage to any part of the building or furniture, fixtures, fittings, equipments and/or other properties of the Company, appropriate cost of such material shall be deducted at the discretion of the Company from the security deposit and the balance (if any) only shall be repaid. If the deposit falls short of the amount to be recovered, the balance shall be recovered from the bills of the Contractor.
9. The Contractor shall be responsible for maintaining the Canteen hall, kitchen, storeroom and surrounding area neat and clean and utensils in perfect hygienic condition.
10. The Contractor agrees not to transfer or assign their rights under this agreement to any other party without prior written permission of the Company.
11. The Contractor shall keep the premises in good order and condition. It shall be the responsibility of the Contractor to clean and maintain the furniture, electrical fittings, canteen hall, kitchen etc. The Contractor shall on expiry of the said period or on earlier determination of this Agreement return all the equipments, utensils, furniture, fixtures, electrical fittings/appliances, cutlery etc., in the same condition as it was initially given, except for the reasonable wear and tear and any loss or damage due to breakage or any other cause/s shall be made good by the Contractor at his own cost.

12. The Contractor agree that they will not use or permit to use the canteen premises for any purpose other than for which it is permitted. Company reserves it's rights to have overall control over the canteen building, furniture and other facilities provided.
13. The Contractor shall not provide services to any other person or persons who are not workers or staff of the Company except with the written permission of the Company.
14. The Contractor shall not allow any employee of the Company to enter the canteen and to avail of the canteen services at any time except the permitted hours which shall be specified by the Company from time to time.
15. The Contractor agrees that he shall with the expiration of the said term or a sooner determination of such agreement; peaceably and quietly surrender to the Company, the canteen premises and equipments, fixtures, fittings etc. lent to him.
16. The Contractor agrees to employ sufficient number of workers in consultation with the Company and all such workers shall have attained 18 years of age and declared medically fit by the Medical Officer recommended by the Company and shall be under supervision and control of Contractor alone.
17. The Contractor shall be personally responsible for the conduct and behavior of his employees. The employees engaged by the Contractors

will not be deemed to be employees of the Company, since there will be no privity of contract between the Company and the employees engaged by the Contractor.

18. The Contractor agrees to pay emoluments to his employees as per requirements of law and also comply with any other legal requirements such as payment of contribution to Employees State Insurance Scheme, Provident Fund etc. The Contractor agrees to reimburse to the Company, if the Company is required to make payment in respect of employees of the Contractor during the tenure of this agreement or thereafter in respect of the period of agreement.
19. The Contractor agrees to give proper uniform to their employees as approved by the Company and assure that it will be clean and proper uniform only.
20. The Contractors agree to pay all the rates and taxes in respect of the said canteen.
21. The Contractors agree to allow representative(s) of the Company at all reasonable times to inspect the work in the canteen.
22. The Contractors agree not to affix without previous written consent of the Company any bills, hoardings, notices, placards, advertisements either inside or outside the canteen building.
23. The Contractors agree to abide by all the rules and regulations of the Company as applicable from time to time and especially undertake

that all the incoming and outgoing materials will be subject to check at the Gate by the Security staff.

24. The Company agrees to provide to the Contractor, canteen hall with furniture, fixtures, fittings etc. No rental charges would be payable by the Contractor for the use of said premises, furniture's, fittings, fixtures etc. and they will not use the electricity for cooking purpose and shall not take out additional connections from the standard fittings in the canteen building for using appliances without prior permission of the Management.
25. The Contractor agrees to make his own arrangement for cooking fuel i.e. coal, kerosene, gas etc. Company does not guarantee for the gas supply but in case arrangement and efforts are made, the Canteen Contractor shall meet out the expenses for the same. The Contractor will ensure that all canteen workers are trained in use of LPG cylinders and they observe all safety precautions.
26. The Company shall not liable for facilitating the transport for bringing the items for canteen use i.e. raw material, fuel etc.
27. The Company agrees to provide from time to time all equipments, utensils other than crockery, such as cups, saucers, dishes and fuel etc. which are in it's opinion necessary to the Contractors for use during the period of the agreement. However 50% of the value of such

utensils etc. supplied by the Company shall be paid by the Contractor and will be treated as deposit.

28. The said amount shall be refundable by the Company on termination or earlier determination of this agreement after deducting therefrom the cost of damaged broken or defective equipments/utensils given on loan, if any, except reasonable wear and tear. If after deducting the amount from the said deposit there still remains any amount to be recovered, it shall be recoverable from his bills.
29. The Contractor shall alone be liable for payment of any compensation to his employees suffered due to accident, fire, litigation, or any such other causes. The Contractor shall take appropriate Insurance Policy. The Company shall on no count be liable for payment of compensation. In the event the Company is made liable, the Contractor shall indemnify the Company against all such payments.
30. The Contractor hereby agrees that the Company shall not be liable for any suit and/or litigation filed by any of the employee of the Contractor. In the event of any suit and/or litigation filed by the employee of the Contractor against the Company, the Contractor shall indemnify the Company and shall bear all expenses incurred by the Company in defending such suit and/or litigation.
31. The Contractors shall have to carry out the instructions given by the officer/official and non-compliance of the instructions shall be treated



as breach of this contract, for which penalty can be imposed upon the Contractors or this agreement be rescinded.

32. In case of non-observance and non-performance of any of the provisions of this agreement by the Contractors, the Company shall be at liberty or with any time thereafter, to terminate this agreement.
33. It is agreed that either party can terminate the agreement during the term by giving \_\_\_\_\_ days notice in writing to other party or paying Rs.\_\_\_\_\_/-( Rupees \_\_\_\_\_ only) in lieu of the notice. In any case the contractor shall continue to run the canteen till alternate arrangement is made by the Company.
34. Any relaxation or indulgence granted by the Company to the Contractors shall not in any way prejudice strict rights of the Company under this Agreement.
35. The Contractors agree to strictly adhere to the canteen timings as laid down by the company and ensure that the canteen will remain closed during the closure timings.
36. This Agreement shall be subject to the jurisdiction of the Courts in Pune and no other Courts shall have jurisdiction in any litigation arising out of this Agreement.

IN WITNESS WHEREOF PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS AND SEAL ON THE DATES MENTIONED UNDER THEIR SIGNATURE.

For \_\_\_\_\_

Name Designation

Contractor

Witnesses:

SCHEDULE-1

ASAP