**AGREEMENT FOR CAFETERIA**

This Agreement is made at The Lawrence School, Sanawar on \_\_\_\_\_\_\_\_\_\_\_\_\_

**BETWEEN**

**The Lawrence School, Sanawar** situated at Kasauli Hills, (hereinafter referred to as **“FIRST PARTY”/"THE SCHOOL")** through its Headmaster (which expression shall mean and include its successors and assigns) of the ONE PART .

**AND**

**M/S \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** which expression shall mean and include all the partners of the firm for the time being, their survivors or survivor, their respective legal heirs, executors and administrators) of the OTHER PART.

WHEREAS the First Party is a coeducational residential school located in Kasauli Hills and desires to operate a Café in its Premises.

AND WHEREAS the Second Party is into the business of providing hospitality and catering services and wishes to open its /cafe in the premises of first party.

AND WHEREAS the Second Party has accepted and agreed the offer of First Party to open and run café in the premises of First Party premises under the name of **“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”** on the terms and conditions mutually agreed by both the parties

**DURATION OF CONTRACT**

* 1. This agreement shall come into effect from \_\_\_\_\_\_\_\_\_\_\_\_\_\_and will remain in force till **\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**1.2** After the expiry of this agreement, the First Party shall reserve the right to extend the agreement further for an interim period up to three months and/or till the finalization of fresh agreement with the Second Party or any other new Vendor and the Second Party shall be bound with the same.

1. **FORCE MAJEURE**

**2.1** Neither party shall have any liability under or to be deemed in breach of this agreement for any delays or failures in performance of this agreement which results from circumstances beyond the reasonable control of the party. If such circumstances continue for a continuous period of more than 6 (Six) months, either party may terminate this agreement by written notice to the other party.

1. **FURNITURE, EQUIPMENT, ELECTRICITY & WATER ETC**

**3.1**  That the First Party shall provide external structure as per the architectural requirements of the Second Party including Electrical fitting Water Pipeline. Electricity and Water will be on paid basis.

**3.2** That the Second Party shall ensure that maintain the area provided by the First Party is always kept in a clean and hygienic condition. In the event of any breakage or loss and/or damage to the same arising out of negligent handling by the Second Party or its employees, the Second Party shall compensate or pay to the First Party for such replacements or repairs.

**3.3** That the Second Party shall arrange all the machinery, equipment, fixtures and fittings as well as the Raw Material required to be installed in the Cafe. The Second Party shall be the sole and exclusive owner of the Machinery, fixtures & fitting, and all Raw Material brought by them.

**3.4** Electricity shall be provided by the First Party through a separate sub-meter for refrigerator, hot-cases, grinding of spices/pulses, backing and cooking etc. Electricity charges will be payable to the First Party on monthly basis as per actual consumption of the electricity. Water shall be provided by the First Party free of cost.

**3.5** That the First Party shall provide internet access to the Second Party for the Billing Software and CCTV setup that needs to be installed for the Café by the Second Party. The Second Party shall however be responsible to arrange and maintain all the hardware needed for the same.

**3.6** That the Second Party shall have a free hand to carry out the Interior of the Café subject to under supervision of the First Party.

**4. CLEANLINESS**

**4.1** The Second Party shall be responsible for maintaining and keeping the Café premises and facilities used by him in neat and clean hygienic condition. The Members of Café committee constituted by the First Party shall have the right to inspect such premises and facilities and may call upon the Second Party to maintain the facilities in a neat and clean manner. In case of failure of the Second Party, the First Party has right to penalize the Second Party up to **Rs. 2,500.00** per instance. The First Party has full discretionary right to penalize the Second Party up to **Rs. 2,500.00** in each case of default on his part in relation to food quality, quantity, cleanliness and hygiene or default or lapse in following the instruction given to him by the concerned officer/s of the First Party.

**5.** **RATE OF ITEMS**

**5.1** The prices/rates decided and agreed between the parties for various items as per ANNEXURE-A shall be firm and followed during the entire period of the Agreement. In case of revision in rates is required by the Second Party that shall be done in writing with mutual consent of both the parties.

**6. QUANTITY AND QUALITY OF THE ITEMS**

**6.1** The quantity and quality of the item of eatables to be supplied by the Second Party shall be as mentioned in the  **below.** All items of food, raw materials for food purchased will have to confirm to the standards, prescribed under the prevention of Food Adulteration Act, 1954 and/or any other Act applicable and as far as possible shall have the standards/branded bearing the mark **"Agmark", ISI** etc. as applicable. All materials required by the Second Party for preparation of food, raw materials for food purchased will have to confirm to the known standards/brands and specifications as suggested by the authorized official of the First Party from time to time. For any violation of the Food Adulteration Act, 1954, it will be the sole responsibility of the Second Party.

**6.2** The Café Committee of the First Party or its authorized representative shall be at liberty to inspect the material brought by the Second Party at any time and to reject any substandard items of material which will be immediately removed from the Cafe.

**6.3** It will be the responsibility of the Second Party to store the stock of materials purchased by him in a neat, tidy and hygienic manner. The containers should be airtight. The Second Party hereby agrees and undertakes not to use the articles purchased for any purpose other than to meet the requirements of the School. The First Party shall not be responsible for any loss or damage done or caused to the Vendor's stock, materials, etc., while they are stored within the School Café.

**7. ITEMS/SERVICES TO BE PROVIDED BY THE VENDOR**

* 1. The Vendor shall prepare and provide food items within school premises of the First Party as required from time to time as may be determined by the Café Committee & Headmaster of the School.

**8. TIMINGS FOR THE OPERATION OF TUCK SHOP/CAFE**

**8.1** That the Café shall remain open throughout the year during the entire Agreement period.

**8.2** That the timing for the Café shall be generally from 11 am to 6 pm, however the timings can be altered/changed with the mutual consent of both the parties. All such changes shall be in writing duly signed by both the parties.

**9. PAYMENT**

**9.1** That the Second Party shall be allowed to carry out cash sale for the Staff members, their families, guests as well as visitors. However, no sale in cash will be done to the students, only the Cheques issued to the students will be used by the Second Party.

**9.2** That the Second Party shall sell the items at prices morefully mentioned in the menu annexed as annexure-A which shall form an essential part of the present agreement

**9.3** That the Second Party shall pay Rs. 10,000+GST (Rupees Ten Thousand+ GST Only) as rent for the premises on monthly basis.

**9.4** That the Second Party shall have the exclusive right to supply/provide the School both wet and dry ( list in Annexure-A)to the First Party, however no further commission or discount shall be given by the Second Party to the first party on it.

**9.5** The Second Party shall raise the monthly invoices based on the subscription list as per rates mentioned in Annexure -A after completion of the month.

**9.6** The First Party shall pay to the Second Party in respect of items of food, meals, tea and snacks supplied to the school on the occasions of functions, seminar, meetings and conferences against purchase order / work order. The Second Party shall submit invoice along with supporting documents to the First Party for the payment of bill. The First Party shall never pay any advance to the Second Party for placing order to supply food items for students, staff, meetings or conferences etc.

**9.7** That the Second Party shall raise the invoice on 1st day of Every Month for the previous month.

**9.8** That the First Party shall disburse the amount of invoice in the Bank Account of the Second Party provided to the first party within 30 Days from the date of Invoice.

**10. RIGHT OF REJECTION**

**10.1** The School shall have the right to reject such articles of prepared tea, food, meals and snacks etc. as in the opinion of the School, are not of proper and standard quality. The Vendor will immediately make good any loss of materials rejected, which may arise on this account. The Vendor agrees that in the event he is unable to replace any or all the rejected material, the School shall be free to procure the same from any other supplier.

**11. ENGAGEMENT OF STAFF**

**11.1** The Second Party shall depute/engage at his own cost and expenses sufficient and competent staff to act as Manager, Stores/Accounts clerk, Cooks, Asst. Cooks, Snacks Makers, Sweet Makers, Tea Makers, Pantry Man, Waiters, Vendors, Attendants, Sweepers etc. as per the requirement at the Café, as may be reasonably required in the opinion of the School for the fulfillment of the Vendor's obligations under this agreement, and shall give their professional expert guidance and supervision to the work.

**11.2** The Second Party shall engage personnel who are in its opinion competent, possess suitable experience, and are honest and trustworthy. The Second Party will depute people of only good background to do the work at the Café. The Vendor shall of his own select, recruit and employ its workforce and the School shall in no manner be associated with this process. The Vendor will maintain and show the School on demand, all employment documents like (appointment letter, Bio data, I-card etc.) in respect to his employees.

**11.3** All assigned personnel shall be persons employed by Vendor and shall ensure that, with respect to the personnel so engaged, compliance of all the provisions as applicable under the Labour Laws/Regulations and any or all other applicable legislation and shall also maintain all records/registers/books as may be statutorily required there under and shall, as and when required, provide such aforesaid records/registers/books for inspection by the authorized personnel of School.

**12. LICENSE UNDER CONTRACT LABOUR (REGULATION & ABOLITION) ACT**

**12.1** The Second Party will obtain requisite license from the licensing authority under Contract Labour (R&A) Act, 1970 or any other Act according to the number of workers engaged by him in the Café and get all such licenses renewed from time to time as and when due from the appropriate authority and will keep valid and produce the same when called upon to do so by the School.

**12.2** That the Second Party shall obtain the FSSAI license to operate Café and shall produce original copy for verification along with a copy thereof for submission with the First Party for reference and record.

**13. ATTENDANCE**

**13.1** The Vendor shall properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the School and provide the same to the School as and when required.

**14. EMPLOYMENT**

**14.1** The Second Party or the person(s) so engaged by him shall have no claim or right whatsoever to be absorbed in the employment of the School at any time or under any circumstances or for any reason whatsoever. The Second Party shall be solely liable and responsible for the employment or non-employment of his workforce for running Café in the School. In case, their employees raise any dispute, the Vendor shall personally defend and indemnify the School in respect of any consequence thereof The Vendor shall issue the Entry pass to its employees deployed by it at the premises of the School.

**14.2** The Vendor shall be personally responsible for the conduct and behavior of its employees. The employees engaged by the Vendor will not be deemed to be employees of the School, since there will be no privity of contract between the School and the employees engaged by the Vendor.

# 15. EFFECTIVE MANAGEMENT

**15.1** The Vendor will have a competent Manager on the premises at all times who shall represent the Vendor in his absence. The Vendor will visit the establishment once a week for overall supervision and ensure the smooth functioning of Cafe including hygienic/neat conditions in the Tuck Shop/Cafe.

**16. SUPERVISION OF EMPLOYEES**

**16.1** The Supervisors appointed by the Vendor will supervise the work of his employees working in the Tuck Shop/Cafe. If in the opinion of the School any Supervisor is found unsuitable, the Vendor shall immediately change the Supervisor.

**16.2** The employees of the Vendor will not be allowed to stay overnight within the Cafe premises. However, employees of the Vendor can be allowed to stay beyond the timing in the Cafe premises due to work exigencies during the period with the prior permission of the Headmaster of the School. OR IN CASE OF ANY SPECIFIC NEED FOR REPAIR/SERVICE OR MAINTENANCE OF MACHINERY/EQUIPMENT.

**17. UNIFORM TO EMPLOYEES OF THE VENDOR**

**17.1** The Vendor shall provide at his own cost two sets of neat and clean uniforms every year to his employees working in the School premises and shall ensure that such uniforms are always worn by the employees while on duty in the Cafe. Uniform will include pair of canvass shoes for the waiters/attendants. In addition, Cook/Asst. Cook will also be provided with aprons and caps. The School shall be within right to disallow any of the employees of the Vendor who will not be wearing the uniform or that it will not be neat and clean.

**18. AMENDMENT**

**18.1** Any amendment to this Agreement shall not be valid and binding on the Parties unless it is made in writing and signed by the authorized personnel of both the Parties.

**19. CONFIDENTIALITY**

**19.1** The Second Party shall maintain confidentiality in respect of the dealings/communications held with the First Party and shall not share or misuse any information/Data of School/Students etc. with anyone.

19.2 The First Party shall not disclose any terms and conditions agreed upon to any third party without written consent of the Second Party.

19.3 The Second Party will not allow to using the logo/name of first party on its website and other other promotional content without prior permission from The First Party in written.

**20. INJURY/ACCIDENT TO VENDOR'S EMPLOYEE**

**20.1** On the occurrence of any injury to Vendor's employees, the Vendor shall comply with all the statutory requirements in notifying the authorities within the time stipulated therein and shall also inform the School of the incident. The Second Party will at all times keep the First Party effectively indemnified against any liabilities under the Workmen's Compensation Act 1923, ESI Act (if applicable) or any other enactments/statutory provisions of laws applicable or made applicable and amendments thereof. The Vendor shall be responsible and liable for all acts, deeds, misdeeds and conduct of his employees, servants, agents, supervisors and other staff whether stationed at the School premises or otherwise and the Second Party agrees to fully indemnify the First Party from any loss, damage or consequence arising out of the act, deed, misdeed or conduct of such employees, servants, agents and supervisors and other staff.

20.2 On the occurrence of any injury to Vendor's employees, the first party shall provide immediate first aid to the staff of the Second Party.

# 21. QUANTUM AND TIMELY PAYMENT OF WAGES

21.1 The Second Party shall, in all respects, comply with all provisions of Minimum Wages Act as applicable to eating establishments, the Contract Labour (Regulation & Abolition) Act, the Employees' State Insurance Act, Employees' Provident Funds & Misc. Provisions Act, Payment of Bonus Act, the Payment of Gratuity Act and any other law in force and shall keep the School indemnified against all liabilities and responsibilities under the said Acts and Schemes there under and under any other laws affecting employer/employee relations. The Vendor shall pay the wages to his workmen as per the provisions of Payment of Wages Act and or any other Act regulating payment of wages to workman. The records can be verified by the School as required under the law and the Vendor shall furnish such details/records to the School by the tenth day of the following month that he has paid wages(not less than the minimum wages as fixed or revised) to his workers and complied with other statutory requirements pertaining to the Employees' Provident Funds and Misc. Provisions Act and also Employees' State Insurance Act (if applicable), etc.

**22. PAYMENT OF TAXES**

**22.1** The Levy/ payment/ collection / deposit of any kind of direct or indirect taxes / statutory dues / returns etc. w.r.t services rendered by the Vendor to the School shall be the sole responsibility of the Vendor. The Vendor shall solely be responsible and liable for the payment of any and all taxes not limited to GST, Sales Tax, Duties, Cess under the existing or future Laws, Acts, Rules, Orders, Notifications etc., to the Govt. on the total sale of the food items sold in the Cafe. School will not be held responsible and liable for the same.

**23.** **INDEMNIFICATION BY SECOND PARTY/VENDOR**

**23.1** The Second Party shall at all times keep the First Party effectively indemnified against all actions, suits, proceedings, leases, costs, damages, charges, claims and demands in any way arising out of reason of anything done or omitted to be done by the Second Party.

**23.2** The Second Party shall be liable for any suit and/or litigation filed by any of the employee of the Second Party. In the event of any suit and/or litigation filed by the employee of the Second Party against the First Party, the Second Party shall indemnify the First Party and shall bear all expenses incurred by the First Party in defending such suit and/or litigation.

**23.3** The Second Party shall solely be responsible for any fire, theft or other incidents or accidents occurring in the Cafe premises and if the same occurs due to any negligence or default or carelessness on the part of Second Party and/or his employees, the Second Party shall be responsible and liable to reimburse the First Party for any loss or damages so caused.

**24. RESPONSIBILITY OF THE FIRST PARTY ON CESSATION/ COMPLETION OF CONTRACT**

**24.1** The Second Party shall be responsible for the items of furniture and equipment entrusted to his care by the First Party from time to time and shall hand over the same in good order and condition (with normal wear and tear) to the First Party as and when required by the First Party or on termination of this agreement. The Second Party shall be allowed to remove all those items installed by him in the kitchen including utensils and other equipment’s brought by him at the time of commencement of the contract.

**24.2** On completion of the contract period or on termination of this agreement, the Second Party will also ensure that all the persons engaged by him are removed / withdrawn from the premises forthwith and the Second Party will settle their accounts by paying all the legal dues as required under the provision of various labour laws. In case of any disputes arising out of due to any matter related to his employees, it shall be the responsibility of the Second Party to pay his employees all the legal dues as ordered by any Competent Authority.

**25. TERMINATION OF AGREEMENT**

**25.1** The First Party shall have the right to terminate this Agreement by giving two months’ notice in writing to the other party without assigning any reason during the period of this agreement.

**25.2** In the event of breach of any Terms & conditions of this agreement by the Second Party or Non-observance or Non-performance of the agreement, the First Party shall be entitled to terminate this agreement at any time without giving any notice to the Second Party. On termination of this Agreement in terms of this clause, the other terms and conditions relating to termination to this agreement shall not apply. The First Party shall also have right to terminate this Agreement immediately on the occurrence of any event which, in the exclusive opinion of the First Party, necessitates the termination of this Agreement forthwith.

**25.3** If the Second Party or its employees commit or suffer to be committed any act which in this opinion of the First Party whose decision in that behalf, shall be final is prejudicial to the interest or good name of the School, then the First Party reserves its right to cancel the agreement forthwith and the decision so conveyed by the First Party need not site or give reasons for such decisions.

**26. ARBITRATION**

**26.1** Any dispute arising out of this agreement shall be settled by mutual discussion or arbitration by sole Arbitrator to be appointed by the First Party at The Lawernce School,Sanawar as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under.

**27. JURISDICTION**

**27.1** All Legal disputes shall be subject to jurisdiction of Solan Courts only and no other Courts shall have jurisdiction in any litigation arising out of this Agreement.

**28. MISCELLANEOUS**

**28.1** The First Party shall not Transfer or assign or share benefit of this Agreement without written consent of the First Party.

**28.2** The Second Party shall not to affix without previous written consent of the First Party any hoardings, notices, placards, advertisements either inside or outside the Cafe premises.

**28.3** The Second Party agree to abide by all the rules and regulations of the School as applicable from time to time to maintain strict discipline in the premises of the First Party and especially undertake that all the incoming and outgoing materials will be subject to check at the Gate of the School by the Security staff.

**28.4** The First Party shall not use or permit to use the Cafe for any purpose other than for which it is permitted.

**28.5** The Second Party shall on the expiration of the said Agreement or a sooner determination of such Agreement; peaceably and quietly surrender to the First Party, the Café premises and equipment’s, fixtures, fittings etc. lent to him where as the First Party will have no ownership on the equipment’s, fixtures, fittings etc bough in by the second party.

**28.6** The Second Party agrees to deploy sufficient number of workers in the Cafe and all such workers shall have attained 18 years of age and declared medically fit by the Medical Officer. The Second Party will get its employees medically examined by the Doctor from time to time to ensure the First Party that they are medically fit. The cost of such medical examination shall be borne by the Second Party.

**28.7** Nothing herein contained shall constitute any demise or tenancy or sub-tenancy between the Second Party and the First Party or shall be deemed to create any right to tenancy or any right to or interest in the said allotted premises or any part thereof or in favour of the Second Party, it being an express intention of the parties hereto, that this is a mere an agreement to run Café in the premises of the School for the period mentioned above.

**28.8** The Second Party shall be responsible for and pay the expenses for providing medical treatment to its employees who may suffer any bodily injury / loss of life during the course of their business while carrying out their contractual obligations as the result of any accident within the School premises.

**28.9** During the period of the agreement, if any employee of the Second Party comes in contact with any contagious diseases like TB, Measles, Chicken Pox etc., as defined by Medical Council of India, he shall be immediately substituted with another medically fit person. Any loss on this account incurred by the School shall be indemnified by the Second Party.

**29. Approved list of Items with rates are as under:-**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr.No.** | **Description** | **Rate** | **Remarks** |
| 1 | **Hot Beverages** |  |  |
|  | Coffee |  | 150 ml |
|  | Tea |  | 150 ml |
|  | Soup (Tomato, Mix Veg, Munchow) |  | 150 ml |
|  | Hot Chocolate |  | 150 ml |
|  | Badam milk |  | 150 ml |
| 2 | **Cold Beverages** |  |  |
|  | Cold coffee/Frappe |  | 250 ml |
|  | Nimbupani |  | 250 ml |
|  | Chocolate Shake |  | 250 ml |
|  | Badam Milk |  | 250 ml |
| 3 | **Veg.Eatables** |  |  |
|  | Plain Butter Buns |  | 60 gm |
|  | Aloo Tikki Burger |  | 80 gm |
|  | Veg. Sandwich |  | 100 gm |
|  | Cheese corn Sandwich |  | 100 gm |
|  | Paneer Tikka Sandwich |  | 100 gm 7" |
|  | Paneer Tikka wrap |  | 100 gm 7" |
|  | Veggie wrap |  | 100 gm |
|  | Veg. Pizza |  | 120 gm - 6" 6 slice |
|  | Dosa |  | 8" |
|  | Pav Bhaji |  | 2 Pao |
|  | Veg. Manchurian |  | 250 ml -6 pc |
|  | Veg. Momos |  | 6 pcs |
|  | Masala fries |  | 120 gm |
|  | Butter popcorn |  | 80 gm |
|  | Pasta (white sauce, red sauce) |  | 180 gm |
|  | Bun Samosa |  | 100 gm |
| 4 | **Non Veg. Eatables** |  |  |
|  | Bun Omlette |  | 80 gm ( 2 egg) |
|  | Chicken Burger |  | 80 gm |
|  | Chicken Wrap |  | 5 pc |
|  | Chicken Popcorn |  | 120 gm |
|  | Chicken Pizza |  | 100 gm -" ( 6 slice) |
|  | Chicken Momos |  | 6 pcs |
|  | **GST** |  |  |

IN WITNESS, WHEREOF THE FIRST PARTY AND THE SECOND PARTY HAVE PUT THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

|  |  |
| --- | --- |
| **First Party**  Signature and Seal | **Headmaster**  Signature and Seal |
| **Witness 1:-**  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Witness 2:-**  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |