

MESS AGREEMENT

This Agreement is made and executed at Kota (Rajasthan) on 1st July 2024 by and between:

Career Point University, Kota having its Office at Career Point, CP Tower 1, Road No.1, IPIA, Kota, Rajasthan 324005(hereinafter referred to as the "University" which expression shall unless it be repugnant to the context or meaning hereof, be deemed to mean and include its successors, administrators, executors, representatives and permitted assigns).

AND

Mr Gurdeep Singh Saluja Address Shrinathpuram Kota carrying on business in the name of "Sukh Sagar Canteen and Mess, GST 08ANJPS9555L2ZZ" having its office at Shrinathpuram Kota (hereinafter referred to as "Contractor" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and assignees)

WHEREAS the University is an institution in the field of education and related services.

WHEREAS the contractor has approached to the University for the purpose of running a Mess in the Hostel situated in the premise of the University located at Alania, Kota (Rajasthan).

AND WHEREAS both the parties have agreed on the terms and conditions hereinafter mentioned.

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

1) Duration

The agreement shall be valid for a period of One Year from 1st July 2024 to 30th May 2025 and shall be automatically terminated on completion of aforesaid period unless extended with mutual consent and terms & conditions agreed upon.

2) Furniture etc

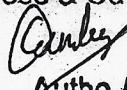
Furniture (chairs, ~~work~~ tables and dining tables) shall be provided by the Hostel. The maintenance and custody of the furniture shall be the responsibility of the Contractor and any loss or damage to the furniture shall be the liability of the Contractor.

3) Obligations of the contractor

a. Rates:

- i. The contractor shall not charge any payment for the left student from the date when he left the hostel.
- ii. Rate will be Rs. 4200/- per student up to strength of 200 students and Rs 4150/- per students if the strength increased from 200 during the agreement period.
- iii. Payment of students will be calculated as per annexure enclosed.
- iv. Mess will remain close during June month and no payment will be given by University during this period but Contractor have to provide food for students who stays in hostel during June month.
- v. Contractor have to provide food to the University staff and charge directly from the staff.

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Sukh Sagar Mess & Canteen

 Autho./Prop.

- vi. The University will provide all details to Contractor which is necessary to prepare monthly bill till 3rd day of every month. (If 3rd day is Sunday or Holiday than on next working day)
 - vii. The University will release monthly payment to Contractor within a week after submission of bill along with required supporting.
 - viii. If student stays in hostel during Zero payment month period (June) than the contractor have to provide them food and can charge on per day basis directly from student. University will not pay any charges against this head.
- b. **Food articles:** The Contractor shall keep all the material and food articles in covered containers.
- c. **Cleanliness of premises etc:** The Contractor shall keep the premises clean at its own cost except common areas. The Contractor will be responsible for cleanliness of crockery, cooking utensils, furniture, fixtures and fittings, high standards of hygiene and periodic disposal of waste and refuse etc in the kitchen as well as the canteen hall at its own cost. The University will not provide any cleaning materials/dusters, etc. for the same.
- d. **Electricity:** The contractor will be charged Rs. 12/ per unit as electricity charges for actually consumed electricity by the contractor as recorded in the separately installed sub-meter. The above rate is subject to revision from time to time at the discretion of the University.
- e. **Prohibition on Child Labour engagement:** Mess contractor shall not engage or employ any child laborer in the mess whose age is less than 18 years otherwise legal action will be taken against the contractor accordingly to Law.
- f. **Statutory Compliances:** The contractor shall obtain the necessary permissions, licenses/approvals from the Competent Authority and adhere/abide by all applicable laws. In the event of any non compliance, penalty, prosecution or conviction or violation of any law or prescribed standards, the contractor shall be exclusively and solely responsible. In the event of any penalty being imposed, the contractor shall be liable for that and contractor hereby undertakes to keep the University indemnified against the same. All taxes and duties shall be paid by the Contractor. The Contractor shall observe and follow the conditions laid down in Labour Laws, Employment Act and Wages Rules etc.
- g. **Engagement of employee by contractor:** The Contractor will employ medically fit person only. No unauthorized person shall enter the hostel premises without written permission of the Registrar/Chief Warden. Any change of an employee shall be brought to the notice of the Chief Warden/ Warden and the Contractor shall submit his/her information office of Chief Warden. General discipline and hostel rules are to be observed by the Contractor and his employees. The Contractor shall be fully responsible for the conduct of his employees. The Contractor shall maintain complete service record and bio-data of all employees engaged by him, their photographs, addresses, signatures etc. and submit the same to the office of the Chief Warden.

- h. Proper handling and safety: The Contractor shall keep the premise clean and not damage it or allow anything to be done therein which may endanger the counter or buildings be damaged by fire and will hand over the said Hostel mess and dinning in good condition to the University on termination of this Agreement and contractor will be responsible for proper handling and safe custody.
- i. In case of any food poisoning/Contamination the contractor will be held fully responsible and he will bear all the expenses caused due to food poisoning/Contamination.
- j. The contractor shall provide required staff for proper running of mess at his own cost and such staff will be experienced and shall at all times be properly and neatly dressed and shall have identity card. The dealings of the contractor's staff with the students, their parents and visitors shall be very courteous.
- k. All persons engaged by the contractor shall be the contractor's own employees and they will not claim any privileges from the University. The Contractor will be directly responsible for his employees. The Contractor shall solely liable for payment and other compliances of provident fund, ESIC and other labour laws of his employees and other engaged persons.
- l. The Contractor shall not sub contract or sub-let/allow anybody to run the Mess and shall not allow anybody in the premises for publicity of their product without prior permission of the University. The contractor shall not use the same or part of it for stocking or keeping articles other than those needed for use in the Hostel nor shall be made or permit to make any structural additions and alterations to the same without written sanction of the University. The contractor shall not exhibit in the premise any printed notice or advertisement of any kind whatsoever without prior approval of the University.
- m. The Contractor shall be responsible for all damages or losses to University's property by the Contractor himself or his staff and shall be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by and an act of God.
- n. The Contractor shall not provide or sale any kind of material, accessories, goods beyond the scope of this Agreement. In case, Contractor violates this clause, the University shall charge Rs.5000 as fine on each advance. The University has right to set off such fine against advance security deposit.
- o. The Contractors shall cooperate with the Chief Warden/Warden regarding garbage disposal and follow his instructions to ensure proper disposal.
- p. Food will not be served to the residents in their rooms by the contractor without Warden's permission.
- q. The contractor shall use good quality branded ration items.
- r. The Contractor shall submit the Canteen/Mess bill for the residents by time of every month. The bill shall be prepared as per approved rates.
- s. The Contractor shall not serve food to any outsider except to the guests of bonafide residents, University staff & the participants of orientation programme, refresher courses etc.
- t. Equipment, gadgets, utensils and fixtures in the Mess shall be handed over to the contractor in good condition. Maintenance and proper repair & expenses incurred on these items shall be borne by the contractor. He will hand over

- these items in good condition at the time of termination of the contract or completion of contract.
- u. The hostel authorities shall prepare the menu every month as per availability of seasonal vegetables and shall be followed by the contractor unless the Chief Warden/Warden authorizes for change.
 - v. If any incident happens in the University due to the negligence of the Contractor or their worker the contractor will be fully responsible and any expenditure/claim incurred due to it, the contractor shall be liable to pay.
 - w. Breach of terms of the contract or unsatisfactory service may lead to imposition of fine, issue of warning and termination of the contract.
 - x. The Contractor shall provide or sale only branded eatables to students.
 - y. Smoking and consumption of alcohol/intoxicants in the premises is strictly prohibited.

4) Inspection

The University shall reserve the right to take samples of the edibles/ raw material from the Hostel for the purpose of inspection and testing with a view to maintain the quality.

- 5) The University will not be in any way responsible for any loss or damages accruing to any goods, stores or articles that may be kept by the Contractor in the canteen premises.
- 6) The University shall neither be responsible nor is to be approached for any help in realizing dues for any credit sales made to officers and staff in their personal capacity, which will be wholly to the risk of the Contractor.
- 7) **Termination** -For termination of this agreement one month notice will be required from either side in writing. The Contractor shall vacate the licensed premises peacefully after the expiry of the licensed period and/ or earlier if desired by the University and shall hand over the same to the University along with all furniture, fittings and other articles as may have been provided, from time to time. The Contractor shall be free to remove (without any damage to the University's property) like furniture, fittings, crockery, cutlery, utensils and other articles that might have been brought by the Contractor.
- 8) If Contractor is desirous of renewing this Agreement, it shall give due notice in writing to the University of not less than three months prior to the termination date of this Agreement. If within this period of notice of three months, the parties do not agree to renew this Agreement, this Agreement shall stand automatically terminated on the expiry of the term.
- 9) In case of any dispute the decision of the Hon'ble Vice-Chancellor shall be final and binding on both parties. In case of any dispute the matter shall be subject to exclusive jurisdiction at Kota (Rajasthan).

IN WITNESS WHEREOF THE parties hereto have signed this Agreement on the date mentioned hereinabove at Kota, Rajasthan

For - Career Point University

For - Sukh Sagar Canteen and Mess

Sukh Sagar Mess & Canteen

Designation:

Designation:


Auth./Prop.

Proposed Mess Charges & Terms 2024-25

1	While Coming after Vacation / New Admission	Between 1st to 10th - Full Payment Between 11th to 20th - 20 days
2	While Going on Vacations / Course Completion / Left Out	Between 21st to Last Day - 10 days Between 1st to 10th - 10 days
3	Electricity @ Rs 12/- per unit	Between 11th to 20th - 20 days Between 21st to Last day - Full Payment 100% Payment by vendor as per sub meter reading
4	House keeping	Dinning Area - By Vendor Staff Kitchen Area - By Vendor Staff
5	Food waste Disposal	By Vendor
6	Special Diet	2 Times a week Wed, Sun
7	Attendance of hostellers	Warden will provide in Google sheet and Share it on daily basis We can Install Biometric System in Mess
8	Billing	Career Point University
9	GST	Extra 5%
10	Payment	Till 15 th day of every next month
11	Payment from Faculties (Monthly)	Vendor will Take / Collect directly from Staff 4000
12	Open Lunch / Dinner	Per nos 70
13	Open Break Fast / Evening Snacks	Per nos 30
14	Special Diet for Guests	Per nos 120
15	Daily Complete Diet charge from students who stay at Hostel for short Duration	Per Day 150
		1 to 30 1 to 100 1 to 200 1 to 201 or above
16	Rate per Month for Hostel Students	4500 4300 4200 4150
17	Mess off in June	No Payment Zero Billing

Sukh Sagar Mess & Caterers
 Chhatarpur
 Maitro / Prop.

Siri Mess Menu 2024-25

Day	Break Fast (Optional) (Limited But Flexible) 7:30 to 8:00 am	Main Break Fast (Limited But Flexible) 8:00 to 8:45 am	Lunch (Unlimited) 11:45 to 11:15 pm	Snacks (Limited) 4:30 to 5:30 pm	Dinner (Unlimited) 7:30 to 8:30 pm	Night N. 8:30 to 9:20 p.
Monday	Bread Jam	Aloo Paratha (2 pcs)	Kadhi Pakoda	Maggi	Chana Daal	
	Tea	Curd	Rajma / Kabli Chana	Tea	Aloo Gobhi	
		Tea	Jeera Rice		Rice	
			Chapati		Chapati	200 ml
					Salad	
					Achar	
Tuesday	Bread Jam	Poha	Mutter Daal	Kachori (1 Pc)	Chawla Daal / Rajma	
	Tea	Namkeen	Lauki Kofta / Gilki / Kaddu	Tea	Baigan Bharta / Besan Shimla Mirch	
		Poha Masala	Rice		Rice	
		Tea	Chaach (200 ml)		Chapati	
			Chapati		Salad	
Wednesday	Bread Jam	Pyaaaz / Methi Paratha (2 pcs)	Moong Daal	Sandwich (1x2 pcs) / Bhel Puri	Malai Kofta / Chola Bhatura	
	Tea	Green Chatnri	Besan Gatta	Tea	Veg Pulav / Aloo Tikia / Dahi Bada	200 ml (No milk when unlimited Kheer is served)
		Achar	Rice		Puri & Papad / Paratha	
		Tea	Raita		Kheer / Gulab Jamun	
			Chapati		Salad	
					Achar	
Thursday	Bread Jam	Paav Bhaaji	Masoor Daal	Paasta / Machroni	Urad Daal	
	Tea	Tea	Aloo Mutter / Aloo Bhurji	Tea	Mix vegetable	
			Rice		Rice	
			Raita		Chapati	
			Chapati		Salad	
					Achar	
Friday	Bread Jam	Puri	Chana Daal	Samosa (1 pc)	Kaali Masoor Daal	
	Tea	Aloo Sabzi	Baigan Masala	Tea	Aloo Methi / Besan Gatta / Aloo Palak	
		Achar	Rice		Rice	
		Tea	Curd		Chapati	Sukh Sagar Mess & Canteen
			Chapatti		Salad	
					Achar	

Chawla

Note	1	Daal Baati will be served once on the last Sunday of the month
	2	2 Bread Jam sandwich in Optional Break fast as per time mentioned (Those who don't want to take main breakfast may opt for optional break fast)

~~Sukh Sagar~~ ~~Offers & Canteen~~
Chhatarpur

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