



सत्यमेव जयते

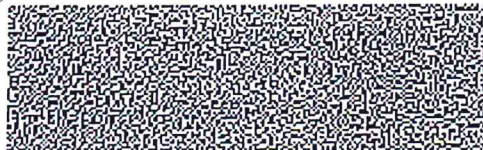
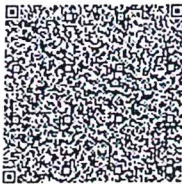
## INDIA NON JUDICIAL

### Government of Karnataka

#### e-Stamp

Certificate No. : IN-KA77144783274505R  
 Certificate Issued Date : 19-Mar-2019 10:51 AM  
 Account Reference : NONACC (FI)/ kacrsf108/ BANGALORE2/ KA-BA  
 Unique Doc. Reference : SUBIN-KAKACRSFL0885582966371317R  
 Purchased by : SHIVAKUMAR H P  
 Description of Document : Article 30 Lease of Immovable Property  
 Description : RENTAL AGREEMENT  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : DR M B NAGAVENI DIRECTOR MLAC FOR WOMEN BANGALORE  
 Second Party : SHIVAKUMAR H P  
 Stamp Duty Paid By : SHIVAKUMAR H P  
 Stamp Duty Amount(Rs.) : 200  
 (Two Hundred only)

Authorised Signatory  
 Ksheeradhara Credit Co-Op Society Ltd.  
 Malleshwaram, Bangalore-560 003.



Please write or type below this line

#### CANTEEN AGREEMENT

This CANTEEN AGREEMENT made on Wednesday the 20<sup>th</sup> day of March Two thousand Nineteen (20-03-2019) at Bengaluru:

**BETWEEN:**

1

*H B Nag*

**ATTESTED**

*Shesh Lal A*

*Shivakumar H.P*

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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**Principal**  
**Maharani Lakshmi Ammanni College**  
**for Women, Autonomous**  
**Science Post, Bangalore - 560 012.**

M/s Maharani Lakshmi Ammanni college  
for Women Bangalore (Regd.),  
A Public Charitable Trust  
having its Principal Office at  
Science P.O., Malleswaram,  
Bangalore- 560 012  
Represented by its Acting Director  
Dr. M B Nagaveni

(Hereinafter referred to as the "FIRST PARTY" which  
expression shall, unless repugnant to the context, mean and  
include its administrators, executors and assigns of the FIRST  
PART;

AND

Mr. Shivakumar H P  
Village: Horokoppa  
Post: Sogala  
Taluk: Channarayana  
Dist: Ramanagara - 562138

Represented by its

(Hereinafter referred to as the "SECOND PARTY" which  
expression shall, unless repugnant to the context, mean and  
include its administrators, executors of the SECOND PARTY;

WITNESSES AS FOLLOWS:

I. WHEREAS the First party (MLAC) is desirous of availing specialized  
Canteen services to maintain high class, efficient, hygienic, in its  
college campus for a period of one year.

II. WHEREAS the First Party had called for Tender for the above  
purpose and the Second party is the bidder who has satisfied the  
conditions contained in the Tender and the Bid of the Second  
party has been accepted.

III. WHEREAS the Second party has represented to the First party  
that it has got the adequate skill, manpower and experience to render  
high class canteen services;

ATTESTED

*Shankar A*

Principal

Maharani Lakshmi Ammanni College  
for Women, Autonomous  
Science Post, Bangalore - 560 012,

*Shankar H.P*

*M B Nagaveni*

IV. **WHEREAS** the Second party has agreed and undertaken to render Canteen Services to the requirement and full satisfaction of the Second party in accordance with the following terms and conditions:

**TERMS AND CONDITIONS:**

1. The contract period shall be initially for one year, extendable from year to year basis, subject to satisfactory performance of the First Party during the contract period **PROVIDED THAT** the contract may thereafter be renewed subject to there being no breach of any of the terms and conditions when a fresh Canteen agreement shall be entered into another year on such terms and conditions as the parties may mutually agree upon.
2. The canteen Contractor may be considered for entrusting catering for daily requirements of students and staff and various conferences, meetings and functions that may be held in the college depending upon quality of items supplied. This shall be at the option of the college authorities.
3. The services of the canteen will be at the disposal of the students and staff. The users of the canteen shall be paying for the services directly to the Contractor.
4. The Contractor shall furnish the original Licenses/certificates obtained from the Statutory Authorities necessary for running the canteen at the time of signing this agreement.
5. The Contractor has to provide by himself the Utensils, fuel, gas and all other ingredients for cooking purposes. The Electricity and water shall be provided by the First party
6. Space shall be earmarked and will be made available for running canteen free of cost. The Second party shall not use any other place in the First party college for running the canteen.
7. It is the responsibility of the Contractor to maintain facilities provided to him in good and proper condition.

In case any damage is caused to the property of college premises, the amount assessed will be recovered from the contractor. In such

**ATTESTED**

*Shesh Lal*  
**Principal**

**Maharani Lakshmi Ammanni College  
for Women, Autonomous  
Science Post, Bangalore - 560 012.**

*HB Nagaraj*

*Shrini Kurnur H.P.*

cases, the decision of the Director will be final and binding on the part of the contractor. Further, if as a result of negligence, carelessness, misbehavior or criminal act of the Second party or its worker or employees, the First party suffers any loss, the Second party will be liable to make good the loss forthwith;

8. The interior decoration shall be done by the contractor on his own with the prior written approval of the Director.
9. The Contractor is expected to pass on the benefit of free accommodation, electricity and water in the form of reduced cost of food items while quoting the rates.
10. The price quoted shall be valid for the one year and no change in the price should be effected without the prior written approval of the Director.
11. There shall not be any different prices for staff and students.
12. The Contractor may sell other admissible items in addition to the items mentioned in the Tender with the written permission of the Director.
13. The Contractor shall maintain utmost hygiene standards with regards to the food items, utensils for cooking as well as serving and personnel cooking and serving food to the satisfaction of the purchaser and as mandated in the relevant Law (Food & Adulteration Act). Quality of all food items must be excellent in all cases. No spent cooking oil must be used again.
14. The food items supplied shall be contamination-free, and fresh. No left-over or balance food item shall be served.
15. The supplier shall keep kitchen, wash area, utensils, serving vessels and plates clean and disinfected and shall make arrangements for disposal of garbage and left-over of food and no housekeeping service will be extended to the canteen area.
16. The workers engaged by the Contractor shall be 50% of women worker as First party is a women's college. The workers engaged by the Contractor shall get them examined for medical and physical fitness by Registered Hospital doctor once in six

ATTESTED

<sup>4</sup> Shashil A  
Principal

Maharani Lakshmi Ammanni College  
for Women, Autonomous  
Science Post, Bangalore - 560 012.

H B Nagar

Shra Kumar H.P.

months and obtain a certificate which shall be submitted to the Director. The persons to be provided as workers/ employees of the Second party shall be physically fit, neat and tidy and will be supplied uniform with an insignia by the Second party so as to be easily identified as Employees of the Second party . If the Second party through its authorized officer finds any worker/employee of the Second party physically unfit or weak and not properly dressed the officer of the First party will be entitled to ask the Second party to have him replaced by any proper and fit person;

17. The workers employed shall wear clean uniform. No workers/Employees of the Second party shall enter the college premises without having identity card or a pass issued by the First Party or without express permission of the officer or officers nominated by the First Party will be allowed to enter the premises of the College.
18. No child labour shall be deployed.
19. The workers should have the basic knowledge of personal hygiene and safe and clean methods of food handling, they should be of good character and decent behavior as the First party is a prestigious women's college.
20. The Contractor shall bear all the expenses for running the canteen and the college shall not in any manner be
  - a. Liable for any damage caused due to incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury while discharging their duty.
  - b. The Contractor shall not be entitled to use the accommodation allotted by the college for any other purpose or business other than running the canteen exclusively for the college. Outdoor catering is strictly prohibited.
21. The Contractor should work to the satisfaction of the college.
22. The Director, mLAC or canteen Contractor shall give two month prior notice for termination of canteen services.

*HTB Nagar*

ATTESTED

5

*Shashila A*

Principal

Maharani Lakshmi Ammanni College  
for Women, Autonomous  
Science Post, Bangalore - 560 012.

*Shiva Kumar H.S*

23. The First party is prestigious women's college and professes certain values and ethics. The workers deputed by Second party shall respect and regard such values, ethics and tenets. The Second party shall ensure that none of workers deputed by it shall use or consume any tobacco products, alcoholic beverages or non-vegetarian food in any part of the College . If any worker of the Second party is found misbehaving or in a drunken state or otherwise creating any mischief, the First Party will be entitled to ask the Second party to replace him by another worker and Second party shall do so forthwith without questioning the decision of the First party officer concerned;
24. The responsibility and liability of payment of wages and other emoluments to the workers of the Second party will be that of the Agency. Similarly the matters of earned leave, sick leave and other facility to be given to the workers will be a matter between the Workers and the Second party and the Second party agrees to indemnify and keep indemnified the Institute against any claim, loss, cost , charges and expenses incurred or suffered by the Second party on that account;
25. The Second party shall stringently follow all the labour laws under which the workers would be employed by it.
26. The Second party shall bear all the taxes including GST on the services rendered it;
27. The workers of the Second party will not be treated as the employees of the First party but they will be the employees of the Second party and all the liabilities on account of the said employees will be that of the Second party.
28. This agreement will remain in force for a period of one year from the date hereof. If however the First party is of the opinion that the services is not satisfactory for any reason or the First party commits any breach of any term of this agreement, the Second party will be entitled to terminate this

*HB Nagar*

**ATTESTED**

*Seshela A*  
**Principal**

*Shruti Kumar H.P*

**Maharani Lakshmi Ammanni College  
for Women, Autonomous  
Science Post, Bangalore - 560 012.**

agreement earlier by giving 15 days notice in writing to the Second party;

29. On the termination of this Agreement by efflux of time or otherwise the First party will be withdrawn from the College forthwith on such termination;
30. The Second Party shall not assign all or any of its rights and/or obligations under this Agreement in favour of any third party without the written permission of the other First Party.
31. No amendment to this Agreement shall be valid and enforceable unless both the Parties agree to the same in writing.
32. All correspondence, communications, statements, reports, contracts, agreements, orders, bills, invoices and other written material shall be in English language.
33. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all such counterparts shall constitute one single instrument.
34. This Agreement shall be governed and construed in accordance with the laws of India and the courts of Bengaluru shall have the exclusive jurisdiction in relation to the subject matter hereof.

In the event of any dispute, disagreement, complaint or difference between the Parties, in respect of or concerning or connected with the interpretation or implementation or arising out of this Agreement or any clause or provision hereof, or relating to the termination hereof ("Dispute"), then such Dispute shall in the first instance be resolved amicably by the Parties through discussion. Senior officials of both the Parties shall take part in such amicable dispute resolution process.

In the event that the Parties are unable to resolve any Dispute amicably, within thirty (30) Business Days of initiation of negotiation, the same shall be referred to arbitration in accordance with the

*R.B. Nago*

**ATTESTED**

*Shobha A*

Principal

Maharani Lakshmi Ammanni College  
for Women, Autonomous  
Science Post, Bangalore - 560 012.

*Shoba Kumar H.P.*

Arbitration & Conciliation Act, 1996, and any statutory modification or enactment thereof.

The arbitration shall be conducted by a one arbitrator appointed by the First Party. The arbitration shall be held in Bengaluru and the language of arbitration shall be English. The award rendered in any arbitration commenced hereunder shall be final and conclusive. Each Party shall bear their part of cost of arbitration.

Parties will continue to perform their respective obligations under the Agreement during the arbitration proceedings.

**IN WITNESS WHEREOF** the parties have executed these presents in the presence of the witnesses attesting hereunder;

*MB Nagayeni* 20.3.19  
Dr. M B Nagayeni  
ACTING DIRECTOR  
mLAC

*Shivakumar H.P.* 20-3-19  
Mr. Shivakumar H P  
CONTRACTOR

WITNESSES:

**ATTESTED**

*Shesh Lal A*  
**Principal**

- 1.
2. **Maharani Lakshmi Ammanni College**
3. **for Women, Autonomous**
4. **Science Post, Bangalore - 560 012.**
- 5.

WITNESSES:

1. *Maharaj*
2. *Shesh Lal A*
- 3.
- 4.
- 5.