

MEMORANDUM OF UNDERSTANDING (MoU)

BY AND BETWEEN

VIVEKANANDA COLLEGE

269, Diamond Harbour Road, Thakurpukur, Kolkata-700063

West Bengal, India

AND

DUBBAWALA

Dubbawala House, 135/10 Diamond Harbour Road, Thakurpukur, Kolkata - 700063

West Bengal, India

This Memorandum of Understanding (MoU) is made on 6th May 2022 between Vivekananda College and Dubbawala for mutual cooperation witnesseth in providing hostel facilities to students of Vivekananda College. This document establishes the guiding terms and principles of collaboration between the two organisations:

I. Legal Frameworks of Both the Organizations

Vivekananda College, established in 1950, is a postgraduate college, affiliated with the University of Calcutta and recognized by the UGC U/S 2f and 12B, has its campus at 269, Diamond Harbour Road, Thakurpukur, Kolkata-700063, West Bengal, India. The college admits students irrespective of caste, creed and religion and teaches through the medium of English and Bengali according to the syllabus laid by the University of Calcutta. It is represented by its Principal, Dr. Tapan Kumar Poddar, hereinafter referred to as the FIRST PARTY (which term or expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its successor in office, representatives, administrators, and assigns). Both these organizations will hereafter be referred to as Parties.

Dubbawala, established in 2012, an ISO 9001 : 2015 Company, a MSME / SSI Unit, has its premises opposite Thakurpukur Police Station on Vivekananda College Road at Tarapada Santra Sarani, at Dubbawala House, 135/10 Diamond Harbour Road, Thakurpukur, Kolkata - 700063, West Bengal, India. On the ground floor of this building, the commercial unit provides an authentic home taste of Bengal as government food supplier, catering, canteen, home delivery and take away. On the ground and second floors of this building, the Paying Guest (P.G.) accommodation named Dabbawala provides safe and hygienic temporary residence for students, per day, per room, per bed, on a monthly basis that includes essential amenities such as food, electricity, Wi-Fi, and room cleaning, along with a security deposit. It is represented by its Proprietor, Ms. Bithika Niyogi, hereinafter referred to as the SECOND PARTY (which term or expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its successor in office, representatives, administrators, and assigns). Both these organizations will hereafter be referred to as Parties.

II. Purpose of the Agreement

Both the Parties are pleased to enter into an agreement to establish ties in providing hostel facilities to students of Vivekananda College under the following terms and conditions, but not limited to:

1. The P.G. shall provide rooms for boys from the college on the ground floor on triple bed sharing-basis with attached toilet at Rs. 8,000 per month, triple bed sharing basis with common toilet at Rs. 7,800 per month, single bedroom at Rs. 12,500 per month.
2. The P.G. shall provide rooms for girls from the college on the second floor with rooftop with single bed at Rs. 9,000 per month, double bed at Rs. 8,500 per month, and triple bed at Rs. 8,000 per month.
3. The P.G. shall provide bed, mattresses, pillow, electricity, Wi-Fi, water purifier, almirah, table, chair, room cleaning, and toilet cleaning which are included in the above mentioned rates.
4. The P.G. shall provide food including breakfast, lunch and dinner, with 2 days fish, 2 days egg, 2 days veg. and 1 day chicken meals.
5. The P.G. shall provide laundry services available on extra payment basis.
6. The P.G. shall ensure hygiene through homely food, sanitized kitchen, regular cleaning of rooms and toilets.
7. The P.G. shall ensure security with CCTVs, 24 hours security staff.
8. This P.G. shall provide accommodation subject to its rules and regulation as follows and any violation shall draw appropriate penalty.
 - a. Harassment of fellow P.G. members not allowed.
 - b. Damage to the property will incur payment of the cost of repair.
 - c. Neighbours must not be disturbed, including crowing on the rooftop.
 - d. Rent to be paid within the 5th of every month.
 - e. One month rent should be paid as security deposit and one month notice should be provided to the proprietor prior to vacating the P.G. accommodation for the adjustment of the security deposit.
 - f. Room, toilet should be kept clean.
 - g. Personal belongings shall be under one's own responsibility.
 - h. Garbage to be disposed outside the residence.
 - i. Person with contagious diseases shall not stay in the premises.
 - j. Personal documents such as KYC, Resume, Family Contacts, must be provided and the P.G. accommodation shall be cancelled if the information provided is incomplete or false.
 - k. Cooking and personal business in the premises is not permissible.
 - l. Use of only phone, laptop and iron is permitted, and the use of any other electrical/electronic appliances is not allowed and if used shall incur payment of fine.
 - m. Boys are not permitted to go upstairs, and girls are not allowed to access the spiral staircase on the rooftop.
9. The college will provide information to its students during the admission process about the above P.G. accommodation, its location, rates, facilities, and the rules and regulations.

Principal
Vivekananda College
Thakurpukur Kol-63

DUBBAWALA
B. Niyogi. 6/5/22
Proprietor

10. This P.G. shall provide on a regular basis to the college all the details of students taking or leaving the P.G. accommodation, and the P.G. shall report without undue delay any serious incident involving the students of the college including detection of contagious disease, breach of security and the measures taken by the P.G., violation of rules and regulation of the P.G. and the penalty imposed thereof, and any dispute that might arise between the P.G. proprietor and a student.

III. Execution of the Agreement

The specific activities to be carried out under this agreement will be stated in corresponding specific sub-agreements. Such specific sub-agreements, once approved by both parties, will be attached as annexes to this agreement.

The specific sub-agreements between both Parties will specify their objectives, conditions and ways of execution, financial support, the period the sub-agreement will be in effect, and administrative responsibility within each institution.

IV. Term and Expiration of the Agreement

It is understood that this agreement will come into effect after being signed by both Parties and will be established for a period of five years. After these five years, it will be mutually extended for the same period, unless one of the Parties expresses an intention (by written notification) to cancel the agreement at least 90 days before the expiry date. The amendment, termination, and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination, or expiration unless otherwise agreed upon between the Parties.

Any additions, changes, or deletions to this document must be approved by the representatives of both Parties. All notices shall be in writing and shall be directed to these representatives.

V. NON-EXCLUSIVITY:

This Agreement is a non-exclusive agreement, and both parties remain free to enter into similar agreements with third parties.

VI. SPECIAL PROVISIONS

1. Each party will take approval from the other party in writing prior to using the latter's name and logo for the activities hereunder on a case-by-case basis.
2. All parties hereto shall do their utmost to ensure the smooth and efficient implementation of the programs.
3. The parties will consult with each other for any subsequent associated agreement informally and attempt to resolve disputes or misunderstandings that may arise in the administration of this MoU or any subsequent associated agreement informally.
4. Neither party can misuse this MoU by involving the name of the other without the written consent of the other party.
5. There will be no financial involvement by either of the parties.

VII. DISPUTES

If any disputes arise in respect to the MoU, in that case, both organizations will discuss and settle the matter amicably.

For
VIVEKANANDA COLLEGE

For
DUBBAWALA

Name: Dr. Tapan Kumar Poddar
Designation: Principal
Date:
Principal
Vivekananda College
Thakurpukur Kol-63

DUBBAWALA
G.N. Niyogi 6/5/22
Name: Ms. Bithika Niyogi
Designation: Proprietor
Date:

WITNESS: *Aur*
Name: Dr. Alam Shakur
Designation:
Date: 06/05/2022
BURSAR
Vivekananda College
Thakurpukur, Kol-63

WITNESS: *Ritam Niyogi*
Name:
Designation:
Date: