

**TERMS & CONDITIONS OF CONTRACT – FOR RUNNING A CANTEEN IN KENDRIYA VIDYALAYA 14
GTC SUBATHU-173206**

The arrangement shall be valid initially for a period of 01 Year from the date of arrangement and thereafter it may be extended for a further period as may be necessary or mutual agreement

1. The contractor should have/arrange a valid food/catering or any necessary license or permission required for running a school canteen.
2. The price list as attached herewith (**Annexure -1**) will be made an attachment to this agreement and will be valid for 01 Year. The contractor will supply only such items specifically approved by the PRINCIPAL, KV 14 GTC Subathu and as directed by the KVS/CBSE for the school canteen.
3. The contractor will be responsible for providing all food items mentioned in **Annexure-I**.
4. The building for canteen will be provided on rent by the school. The minimum rent to be quoted should not be less than 3000/- (Three Thousand) per month. The rent will be of 12 Months irrespective of Vacations and Break of the Vidyalaya. The contractor will be responsible for proper handling and safe custody. Repair and maintenance of the equipment's will be carried out by the contractor and he will not claim any reimbursement of expenses on this account.
5. The rent for the running canteen must be paid before 5th of every month.
6. 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 and tender will be immediately suspended/ cancelled.
7. The Contractor will employ adequate number of staff (**50% female mandatory**) in order to maintain efficiency and no staff should be less than 14 years age.
8. All persons engaged by the contractor shall be the contractor's own employees and they will claim no privileges from PRINCIPAL, KV 14 GTC Subathu. The contractor will be directly responsible for the administration of his employees as regards general discipline and courteous behavior.
9. The contractor will get all his workers medically examined from approved Registered Medical Practitioner recognized by Indian Medical Council, to be free from communicable diseases in addition to general fitness.
10. The Contractor will be responsible for cleanliness of crockery, cooking utensils, furniture, fixtures and fittings, etc. in the kitchen as well as the canteen hall. The organization will not provide any cleaning materials/dusters, etc. for the same.
11. Very high standards of hygiene and cleanliness shall be observed in the running of the kitchen, and canteen hall and connected services by the contractor and workers engaged by contractor including those responsible for collection of used utensils and periodic disposal of waste and refuse.
12. **The Canteen should mandatory be open from 8:00 AM to 4:00 PM on all working days of Vidyalaya.**
13. The contractor will not take out of the K.V. Premises or stores any articles without a Gate-Pass to be issued by the Canteen In-charge. In the event of failure, to supply the approved items without notice by the contractor, the same will be arranged by the Organization at the Contractor's risk and cost.
14. The Contractor shall at his own cost, effect, as required as per the Act, necessary insurance in respect of the staff and other personnel or persons to be employed or engaged by the Contractor in connection with the rendering of the aforesaid services to KV 14 GTC Subathu and shall comply with the provisions of (Regulation and Abolition) Act, Employees Staff

Insurance Act, Workmen's Compensation Act, Payment of was Act, The Employees Provident Fund and Family Pension Fund Act 1952, the other rules regulations and/or statues that may be applicable to them now or that may be introduced.

15. The contractor will have to furnish the statement showing the names and was of all the employees engaged for KV 14 GTC Subathu Canteen. Any addition/deletion must be communicated to KV 14 GTC Subathu.
16. The police verification documents of the persons deployed should be deposited by the contractor within 15 days of deployment to the office of Kendriya Vidyalaya 14 GTC Subathu, otherwise the person will not be allowed to work in the Vidyalaya and the contractor will replace him immediately with the person whose verification is completed.
17. KV 14 GTC Subathu shall have the right to search the Contractor's employees at any time while going out of the office premises and there shall be no grievances expressed/felt on this account either by contractor or his employees. The Contractor will issue ID Cards to the contractor's workers in the format approved by KV 14 GTC Subathu.
18. Kendriya Vidyalaya Subathu nominees reserve the right to take samples of the edible/raw material from the canteen for the purpose of inspection and testing with a view to maintain the quality. Such samples will however be drawn by authorized person/persons in the manner and as per procedure laid down in PF Act.
19. A Canteen Management Committee will be nominated by Kendriya Vidyalaya Subathu to inspect and oversee functioning of canteen with a view to ensure hygiene and sufficient service in the canteen. In case there are repeated failures or lacuna noticed by the committee due to failure of contractor, the secretary and/or Chairman of canteen committee can impose a fine up to Rs. 5000 at one time to be recoverable from bills due to the contactor.
20. Contractor will ensure that hazardous or inflammable or any intoxicating material is not stored in the canteen.
21. The contactor will deposit with Kendriya Vidyalaya Subathu a sum of Rs. 10,000/- (Rupees Ten Thousand Only) as Bid security. The bid security will be refunded to the contractor on completion of contract. The security deposit will bear no interest.
22. A) The contractor shall not sublet or assign the license or use the space provided for running the canteen for purposes other than running canteen and shall not allow anybody or reside in the licensed premises and shall not use the same or part of it for stocking or keeping articles other than those needed for use in the canteen nor shall be made or permit to be made any structural additions and alterations to the same without written sanction of the management.
23. The contract shall be responsible for all damages or losses to Kendriya Vidyalaya Subathu 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 an act of God.
24. Kendriya Vidyalaya Subathu will not be in any way responsible for any loss or damage accruing to any good, stores or article that may be kept by the contractor in the canteen premises.
25. For termination of this agreement two months' notice will be required from either side in writing. The contactor shall vacate the licensed premises peacefully after the expiry of the license period and/ or earlier if desired by Kendriya Vidyalaya Subathu.
26. In case of any dispute the decision of principal Kendriya Vidyalaya Subathu will be final and binding on the contractor.
27. The Contractor has a bare permission only to run a canteen in the Kendriya Vidyalaya Subathu premises during the contact period and nothing contained in this documents shall be construed as demise in law of the said Kendriya Vidyalaya Subathu premise or any part thereof and shall not give legal title or interest to the contactor.

28. The canteen Contractor will bring all crockery/ utensils for the purpose of making serving including Gas Burners.
29. Contractor should provide firms PAN/GST Number along with his quote. No payment will be released without submission of PAN/ GST number. All taxes will be recovered from his payment as per tax provision in vogue.
30. Cold drink, Kurkure, Chips and other related packed items will not be served/sold to the students by the contactor. In the event of any compliant, the contract will be terminated and security will be forfeited.

Terms and condition mentioned above are accepted to me.

(Signature of the Contactor)